

EXHIBIT

D – Part II

their dealings with employees of the OWNER. CONTRACTOR further agrees that it shall report to the Inspector General of the OWNER any attempt by an employee of the OWNER to solicit any gift, gratuity, stipend or thing of value. Any violation of these provisions shall justify termination of this contract and may result in the rejection of the CONTRACTOR's proposal for future contracts. Any violation may also result in the rejection of proposals for future contracts from any firm in which an individual who violates this Section has an interest.

20. INVALID PROVISIONS

If any term or provision of the Contract Documents or the application thereof to any person, firm or corporation, or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of the Contract Documents, or the application of such terms or provisions to persons, firms or corporations, or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Contract Documents shall be valid and be enforced to the fullest extent permitted by law.

21. CONFLICTING TERMS

In the event of a conflict between or among any parts of the Agreement, including Appendices thereto, the better quality, greater quantity, or more costly part shall govern, unless the OWNER directs otherwise.

22. NONCOMPLIANCE

This Agreement may be void and of no effect unless the CONTRACTOR complies with each of the provisions of these ADDITIONAL ITEMS.

APPENDIX "B"

SECTION
WARRANTY SERVICE CONTRACT
GENERAL CONDITIONS

SPEC. NO. 6500 1802
Baruch College - Site B

PART 1.00 - GENERAL

1.01 RELATED DOCUMENTS

A. The CONTRACTOR, for work under this contract, is referred to the _____

Warranty Service Agreement attached.

B. The Contract Documents consist of the following:

Notice to Bidders
Instructions to Bidders
Bid Form

Warranty Service Agreement

Maintenance Bonds
Warranty Service Contract General Conditions
Supplementary Conditions
General Requirements
Specifications

All Addenda issued prior to the receipt of bids, all subsequent modifications
and changes issued pursuant to these General Conditions, and all provisions
of law deemed to be inserted in the Contract.

The Contract Documents form the Contract. The Contract represents the entire and
integrated agreement between the OWNER and the CONTRACTOR and
supersedes all prior negotiations, representations, and agreements, either written or
oral.

The Contract may not be modified except in accordance with its provisions or by an
amendment executed and approved in the same manner as the original agreement.
The Contract Documents are complementary, and what is called for by one shall be
as binding as if called for by all. It is not intended to include Work not properly
inferable from the Contract Documents.

C. Where General Conditions clauses are repeated herein, it shall be understood as
calling special attention to them or as further qualification and shall not be
construed as omitting any other part of the General Conditions clauses.

D. The successful CONTRACTOR shall be subject to Facility use rules and shall sign
in and out, at the designated office whenever entering or leaving the premises.
Time and work tickets must be completed and a copy given to OWNER
Representatives in order to process CONTRACTOR's monthly billing.

1.02

INTENT

- A. Intent of this Warranty Service Agreement is to cover warranty service complete in every respect.
- B. All material and equipment furnished shall be new and in excellent condition.
- C. The OWNER will make no allowance or concession to the CONTRACTOR for any alleged misunderstanding or deception because of quality, character, location or other conditions.
- D. The CONTRACTOR will be required to complete the entire work, or any part thereof as the case may be, to the satisfaction of the OWNER or its designee in strict accordance with the Warranty Service Agreement.

1.03

CONTRACTOR'S RESPONSIBILITY

- A. CONTRACTOR will be held to have carefully examined existing building(s) and to have made all necessary investigations, to inform himself thoroughly and fully as to facilities for delivery of materials and equipment and with floor space loading limitations affecting delivery of equipment and to have informed himself fully as to all difficulties that may be encountered in complete execution of all work.
- B. CONTRACTOR will be held to have examined all specifications and all other data or instructions pertaining to the warranty work.
- C. No consideration or allowance will be granted for failure to visit site, or for any alleged misunderstanding of materials to be furnished, or work to be done, it being understood that tender of proposal carries with it agreement to all items and conditions referred to herein.

1.04

LAWS AND PERMITS

- A. CONTRACTOR shall comply with all Federal and State Laws and ordinances, prepare all documents, give all notices, obtain all permits necessary for work, pay all costs and fees for permits and inspections and obtain all certifications of inspection and approval for the work and deliver same to the OWNER or its designee.
- B. All work and materials shall be in full accordance with the rules of all other departments or boards having jurisdiction.
- C. This CONTRACTOR shall immediately inform the OWNER or its designee of any work or materials which violate any of the above laws and regulations and any work done by this CONTRACTOR causing such violation shall be corrected by this CONTRACTOR at its own expense.
- D. CONTRACTOR will possess, at no cost to the State, all qualifications, licenses, and permits to engage in the business of _____ warranty service as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this Warranty Service Agreement will possess the qualifications, training, licenses, and permits as may be required within such jurisdiction.

1.05

PAYMENT

- A. As soon as practicable after the close of each calendar month, the CONTRACTOR shall submit standard Invoice Vouchers of the OWNER and invoice copies of billing for services rendered in the previous month. These invoices will be processed in accordance with established procedures of the OWNER.
- B. Rates for the warranty service will be adjusted annually in accordance with the requirements set forth in the bid form and the Warranty Service Agreement.

1.06

INSPECTION

- A. The quality of warranty service shall be subject to inspection by the OWNER at any time. Should it be found that quality of the maintenance service being performed is not satisfactory, and that the requirements of the specifications are not being met, the CONTRACTOR will have ten (10) days to cure such deficiencies. In the event the CONTRACTOR does not correct such deficiencies within ten (10) working days, the OWNER may terminate this Agreement, and employ a CONTRACTOR to place the equipment in a satisfactory condition. The existing CONTRACTOR and his surety shall be liable to the OWNER for such cost account thereof.

1.07

INDEMNITY AND CONSEQUENTIAL DAMAGES

- A. CONTRACTOR and its employees engaged in performance of the work shall at all times be deemed to be performing as independent contractors and not as agents or employees of the OWNER and the acts and omissions of such employees shall be deemed to be those to be those of CONTRACTOR. CONTRACTOR shall hold harmless the OWNER and its employees from and against any and all losses, claims, demands, judgments, costs and expenses caused by the acts or omissions of CONTRACTOR or CONTRACTOR's employees while acting within the scope of their employment.

1.08

CONTRACTOR LABOR RATES

In accordance with Article 8 of the State Labor Law, the wages and supplements to be paid by the CONTRACTOR to workers, laborers and mechanics for work performed pursuant to the terms of the Warranty Service Agreement as shall be awarded as a result of it this "Proposal and Specifications," shall be not less than the prevailing rate of wages including supplements in effect at the time the Warranty Service Agreement work is performed. A current schedule of the wages and supplements to be paid for work performed pursuant to said Warranty Service Agreement, as provided by the Industrial Commissioner, is annexed hereto and is made part hereof. It is understood and agreed, however, that said schedule is subject to revision by the Industrial Commissioner and that the CONTRACTOR shall be obligated to and shall pay all laborers, workers and mechanics not less than the wages and supplements outlined in the schedule which shall be in effect at time that work under the resulting Warranty Service Agreement is performed. Such revised schedule(s) shall be annexed to and form a part of the resulting Warranty Service Agreement for the work.

- B. In the event that any other occupation not mentioned in the annexed Schedule of Classifications shall be required in the execution of the aforesaid work, supplementary wage schedules shall be requested from the Industrial

Commissioner, and such supplementary schedules shall, upon notice to the CONTRACTOR, become and be a part of the wage schedule embodied in the resulting Warranty Service Agreement.

- C. The most current schedule of wages shall be posted at the job site as required by law.

1.09 EXAMINATION OF EXISTING CONDITION

- A. The CONTRACTOR does hereby represent that it is familiar with and has full knowledge of all conditions and requirements and does hereby represent that it has visited the premises and is fully cognizant of all the conditions under which the work is to be performed.

1.10 REQUIREMENTS OF THE CONTRACTOR

- A. The CONTRACTOR, if a corporation, must be duly authorized to do business in the State of New York.
- B. The CONTRACTOR must be the manufacturer or a factory authorized representative of the manufacturer. Factory authorized representative status must be in place prior to Warranty Service Agreement execution.
- C. The CONTRACTOR shall have executed the combined Bid Form for the Warranty Service Agreement and OWNER contract _____. A signature line for the Warranty Service Agreement is provided in the Bid Form.
- D. CONTRACTOR execution of the warranty service contract will be required prior to final payment on the _____ contract.
- E. Personnel Qualifications: The person providing the work of this Warranty Service Agreement, and their supervisor, shall be personally experienced in _____ work, and shall have been regularly employed by a Company engaged in the installation and maintenance of _____ similar to that covered by this Warranty Service Agreement for a minimum of three (3) years.

1.11 BASIS FOR AWARD

- A. A bid may be rejected as incomplete which does not include a price for all items.
- B. A bid may be rejected as nonresponsive if the bid is materially unbalanced as to bid prices. A bid is unbalanced when the bid is based on prices significantly less than that for some work and significantly overstated for that of other work.

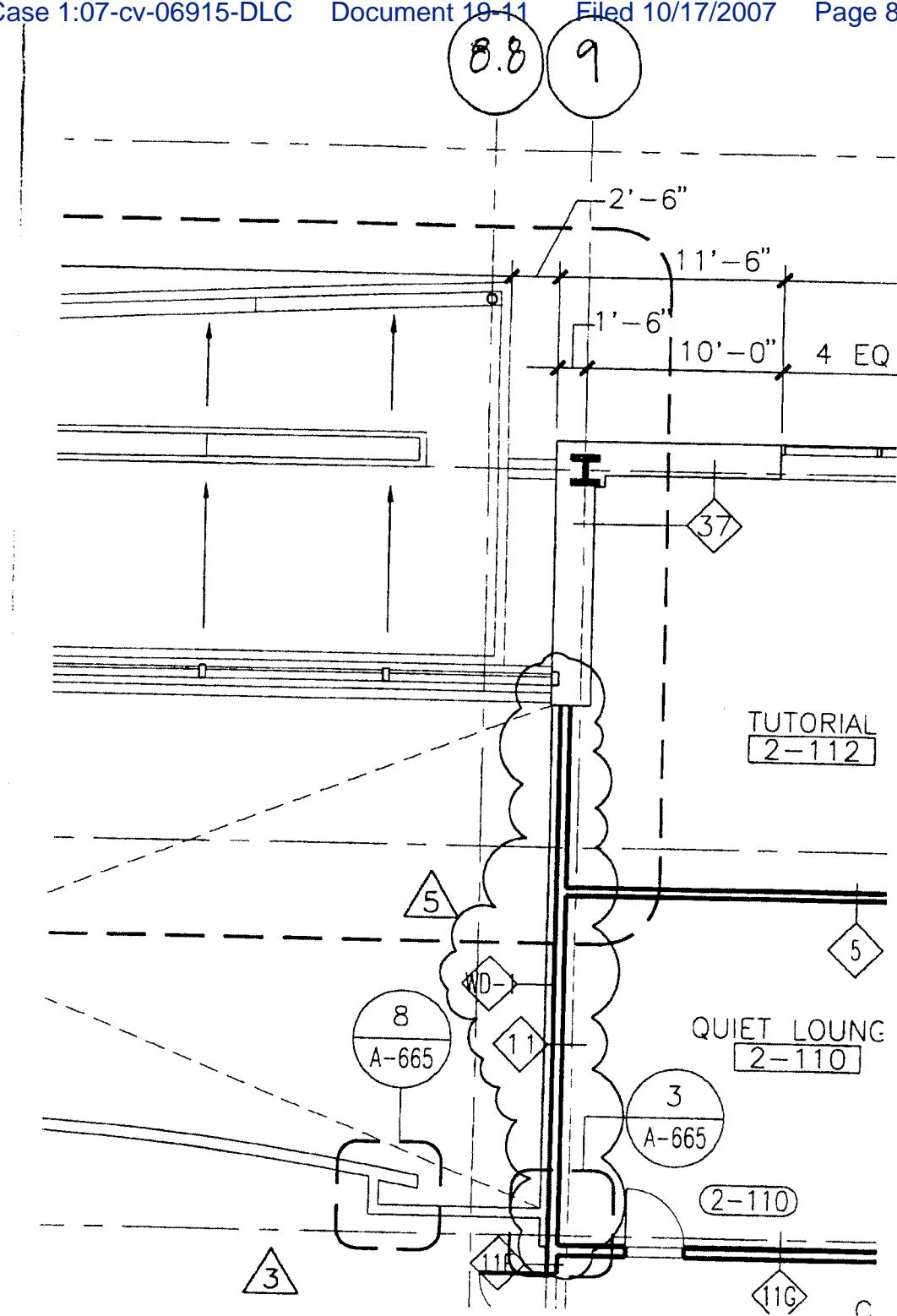
1.12 MAINTENANCE CENTER LOCATION AND PERSONNEL PROFILE

- A. Within five (5) days of the bid opening, the CONTRACTOR must submit the location from which maintenance personnel will be dispatched to service the systems and the service personnel at this location and their experience.
- B. Only vendors with a fully staffed maintenance center within 50 miles of the facility will be considered responsive to this RFP.

C. The OWNER will have the right to periodically visit and inspect the maintenance center.

1.13 APPROVAL OF AGREEMENT

A. The warranty service agreement will not be binding on the OWNER until executed by the OWNER.



Baruch Academic Complex - Site B

55 Lexington Avenue NEW YORK, NY 10010

ARCHITECT
KPF ASSOCIATES
111 WEST 57TH STREET
NEW YORK, NY 10019

OWNER
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1 PENNSYLVANIA PLAZA NEW YORK, NY 10119

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SKETCH NO.

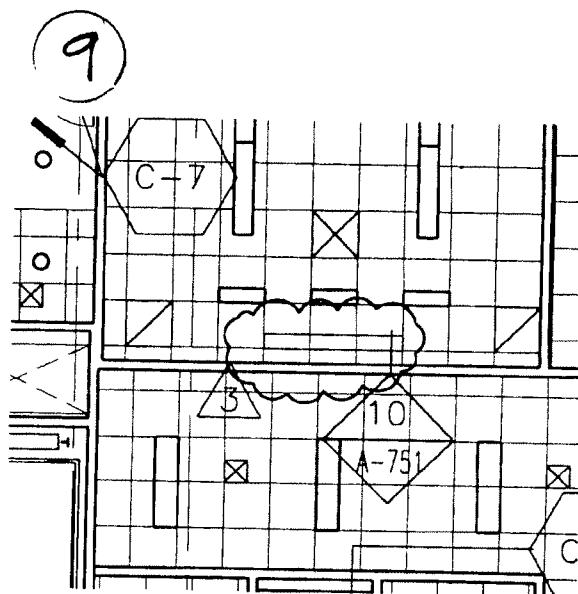
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SCALE

1/8"

807

NO.	REVISION	DATE	
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DATE

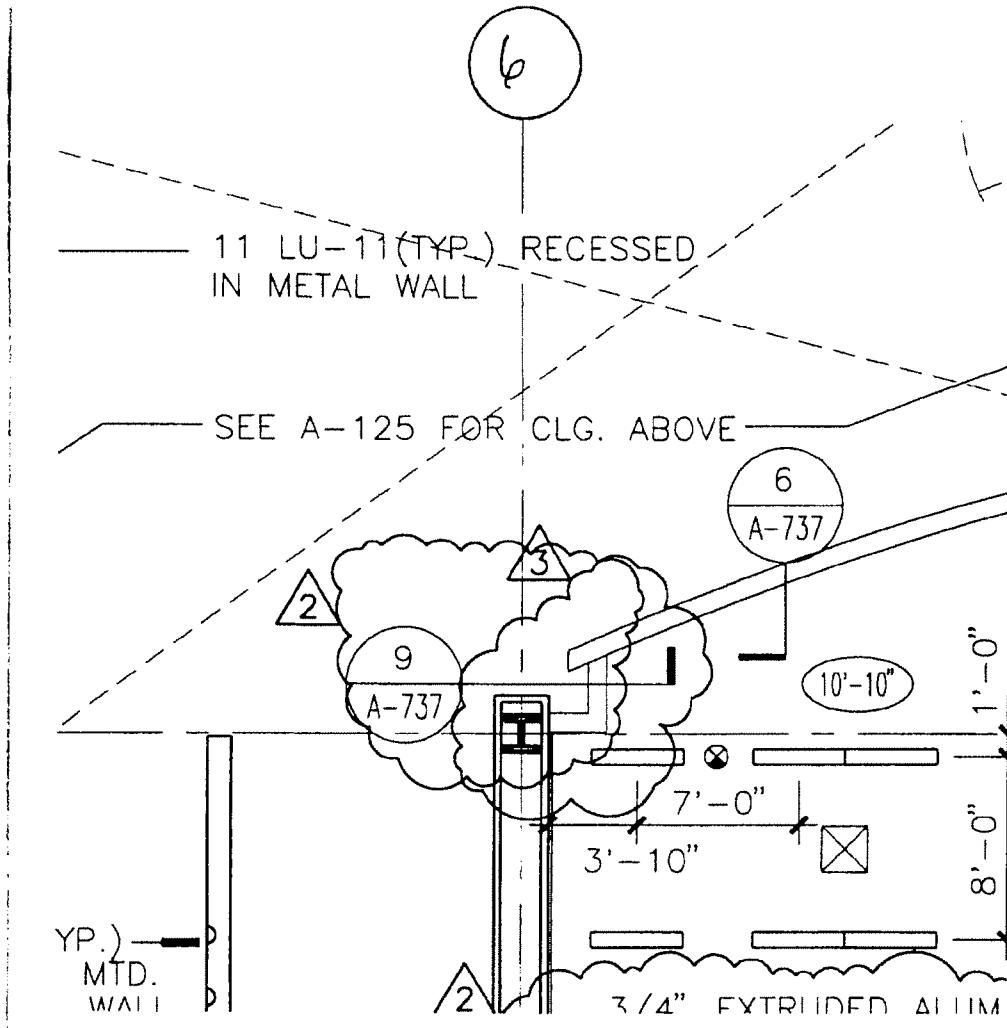
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SCALE

$1/8'' = 1'-0''$

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REVISION

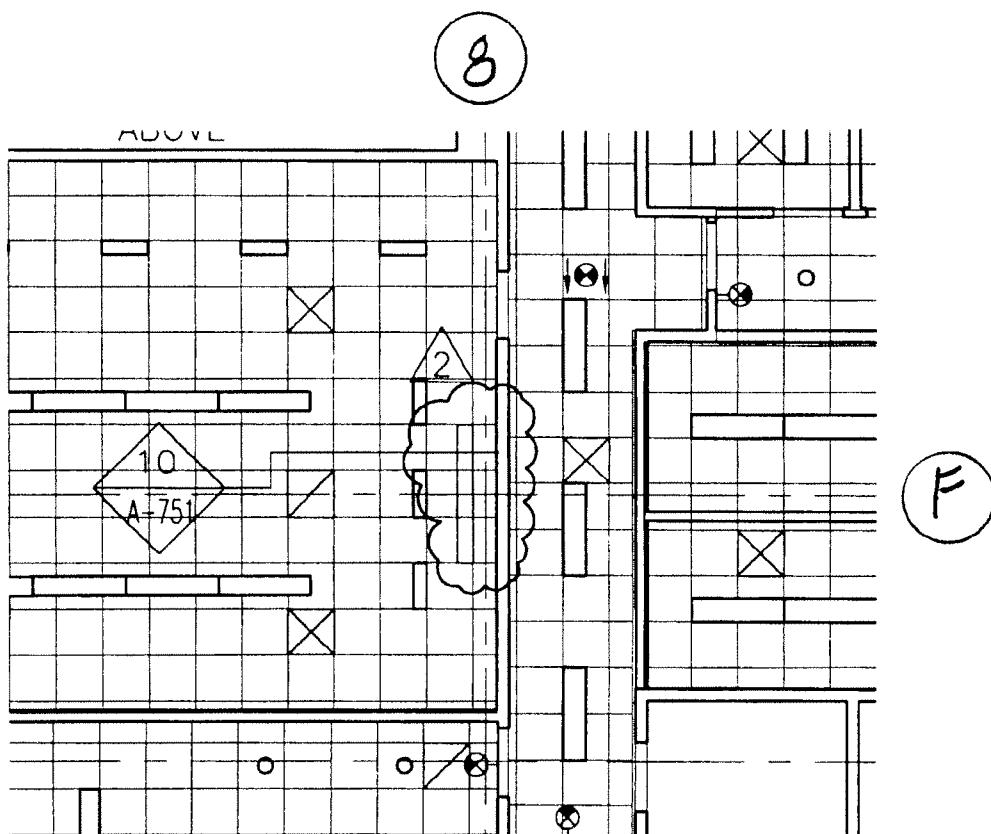
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SCALE

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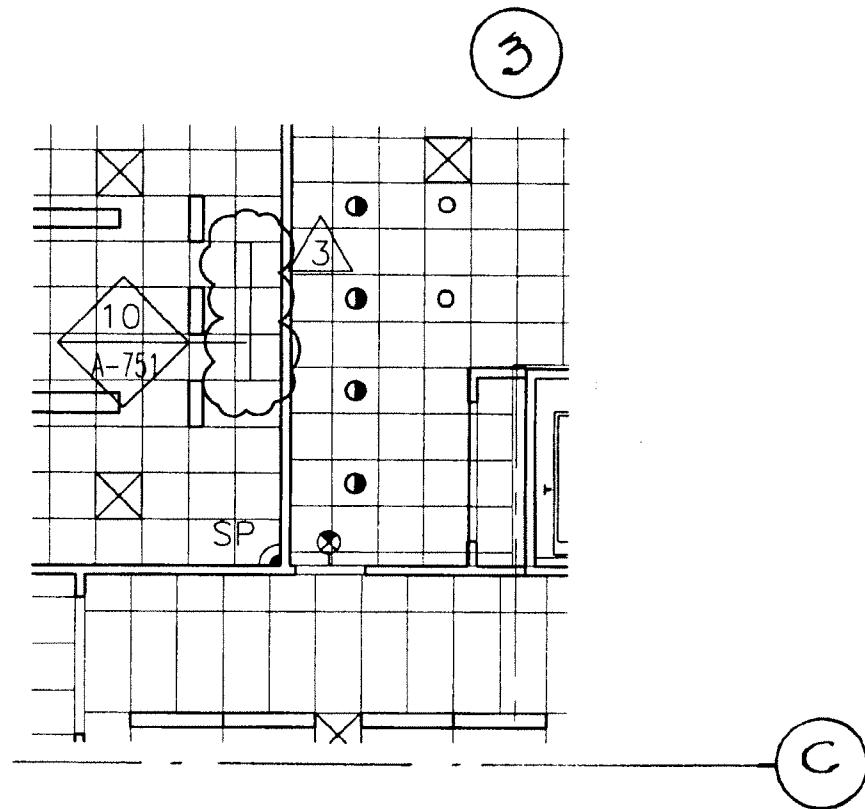
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SCALE

890



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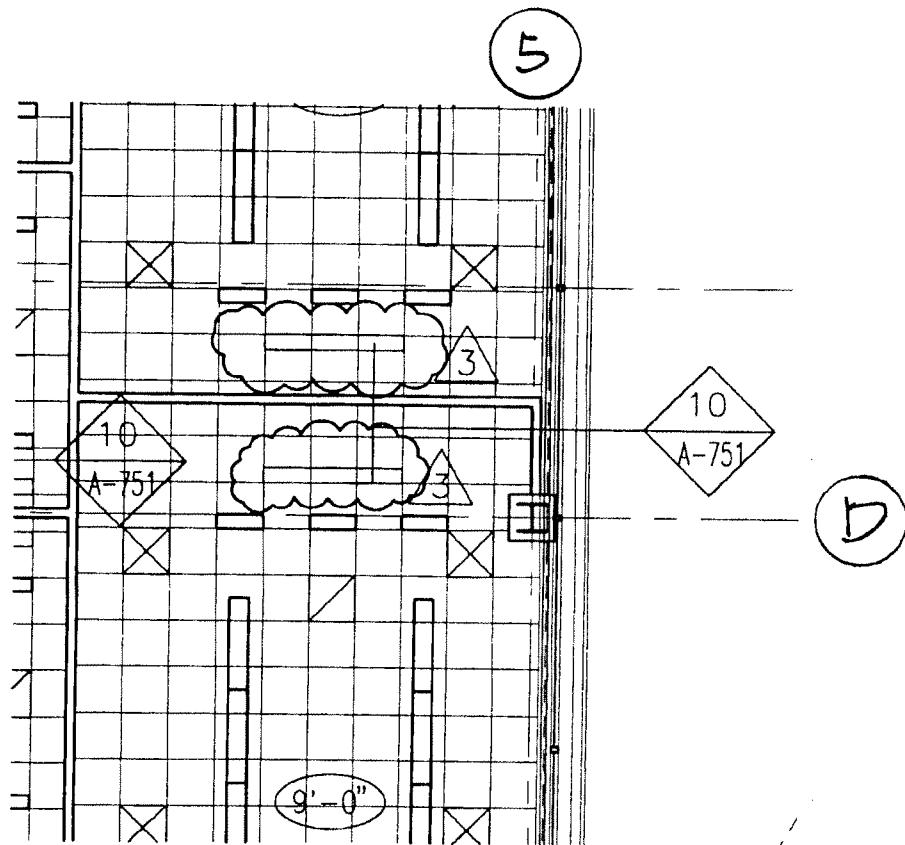
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SCALE

1/8" = 1'-0"

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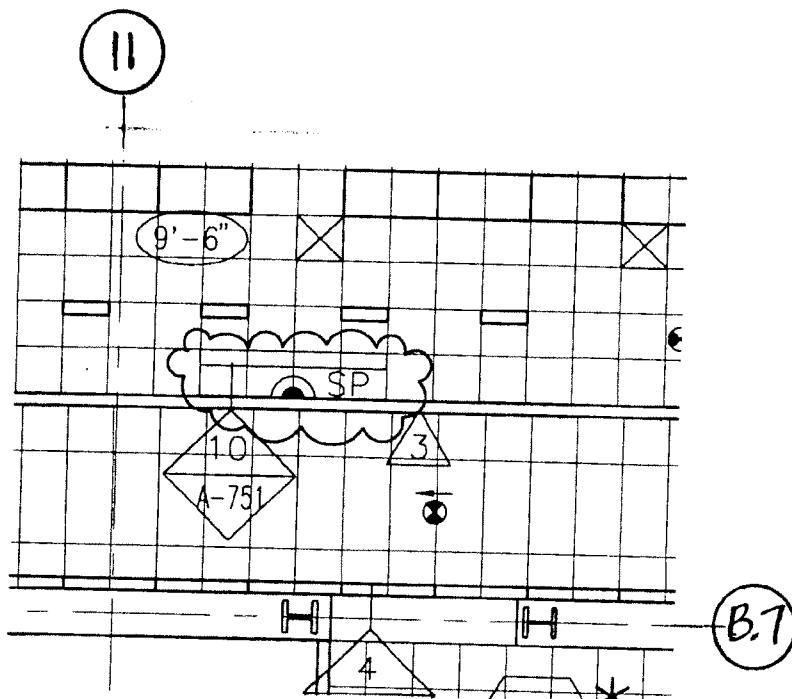
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A-126

SKETCH NO.

SCALE $\frac{1}{8}'' = 1'-0''$

892



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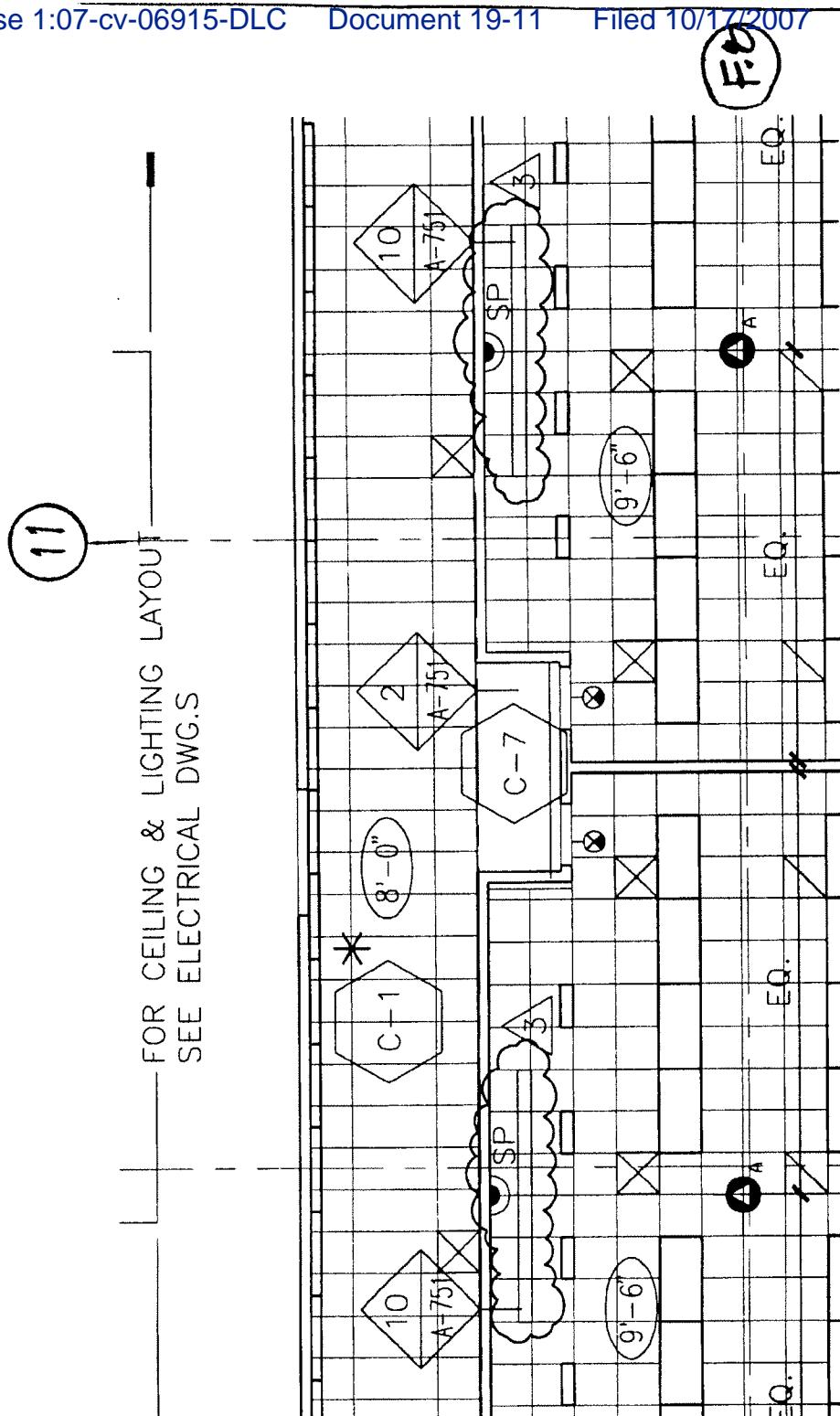
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893

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SCALE

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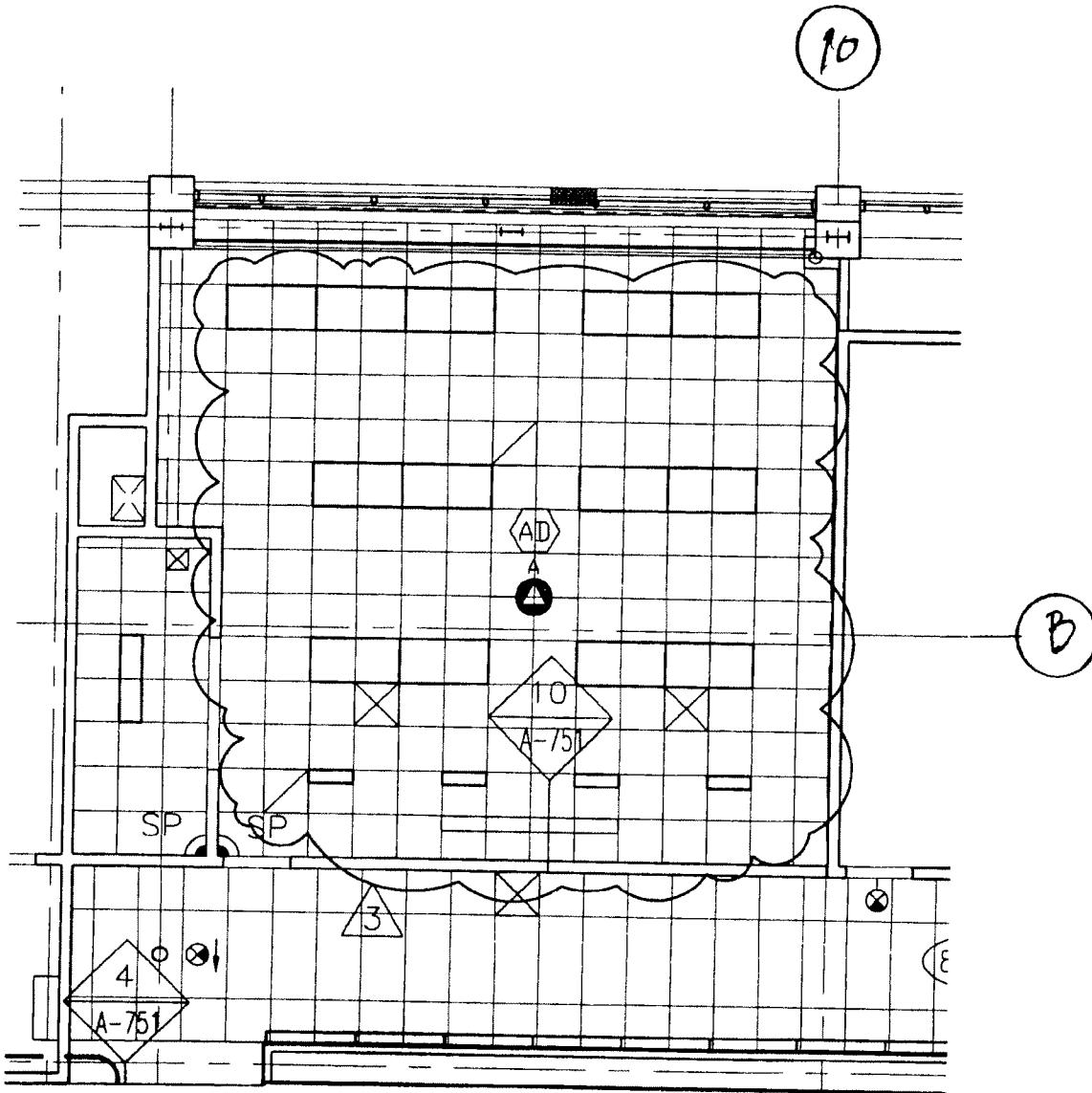
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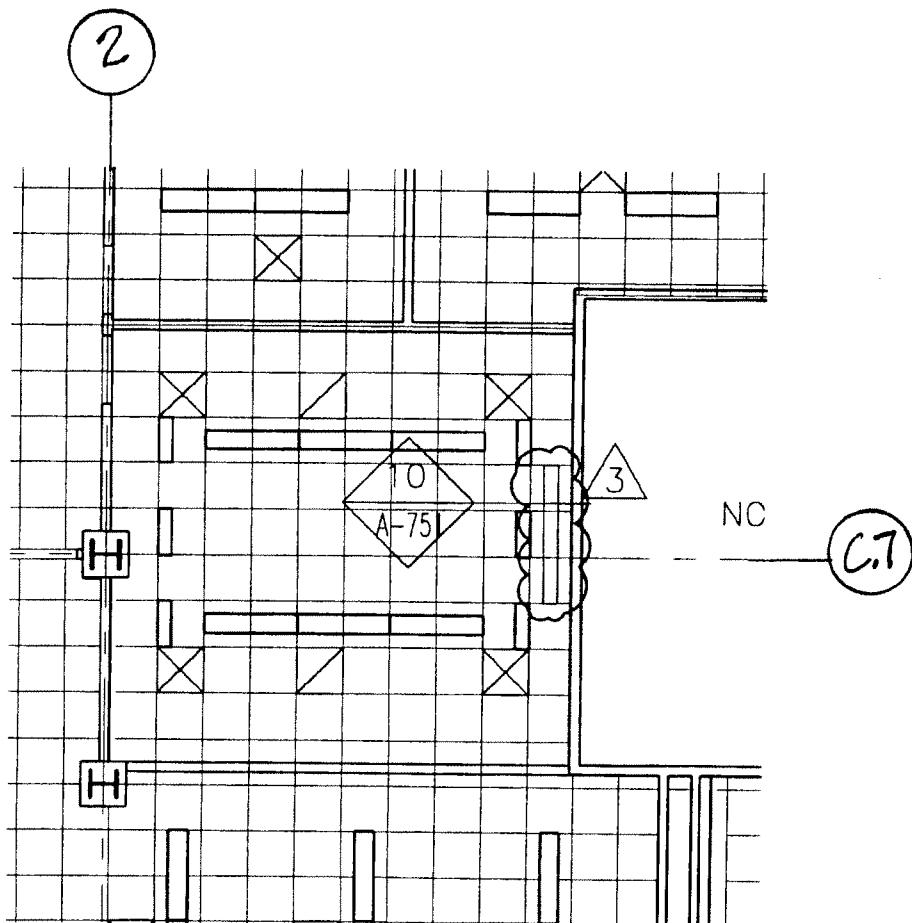
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SCALE

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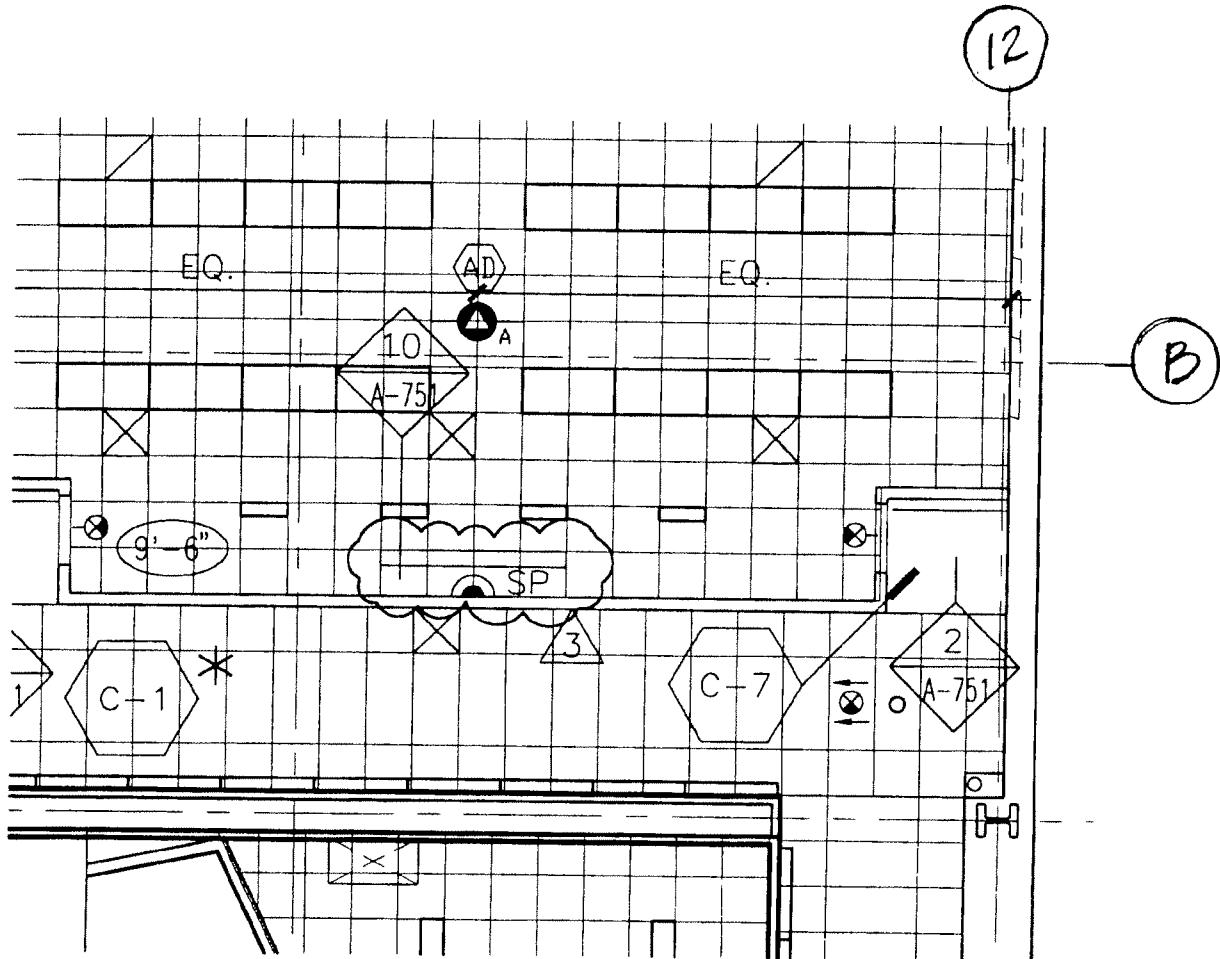
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3.11.98

SCALE

1/8" = 1'-0"



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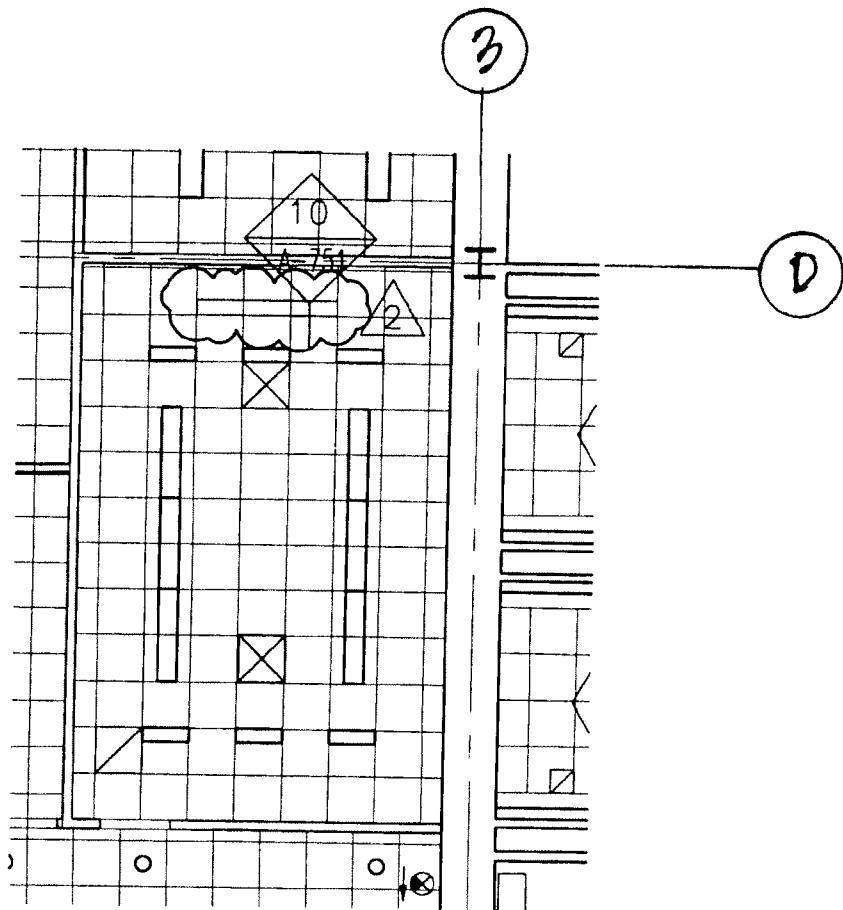
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REF. DETAIL/SHEET NO.	SKETCH NO.
A-127	897
SCALE	$1/8'' = 1'-0''$

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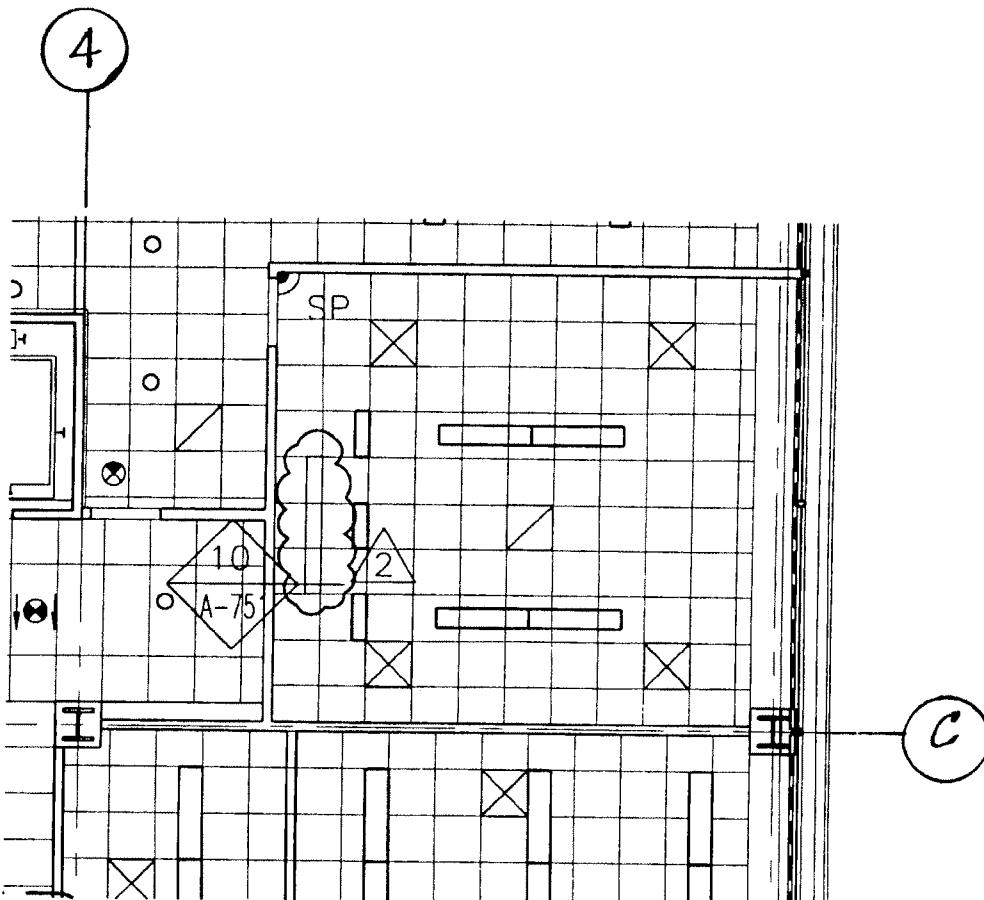
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A-120	898
SCALE 1/8" - 1'-0"	

NO. REVISION DATE

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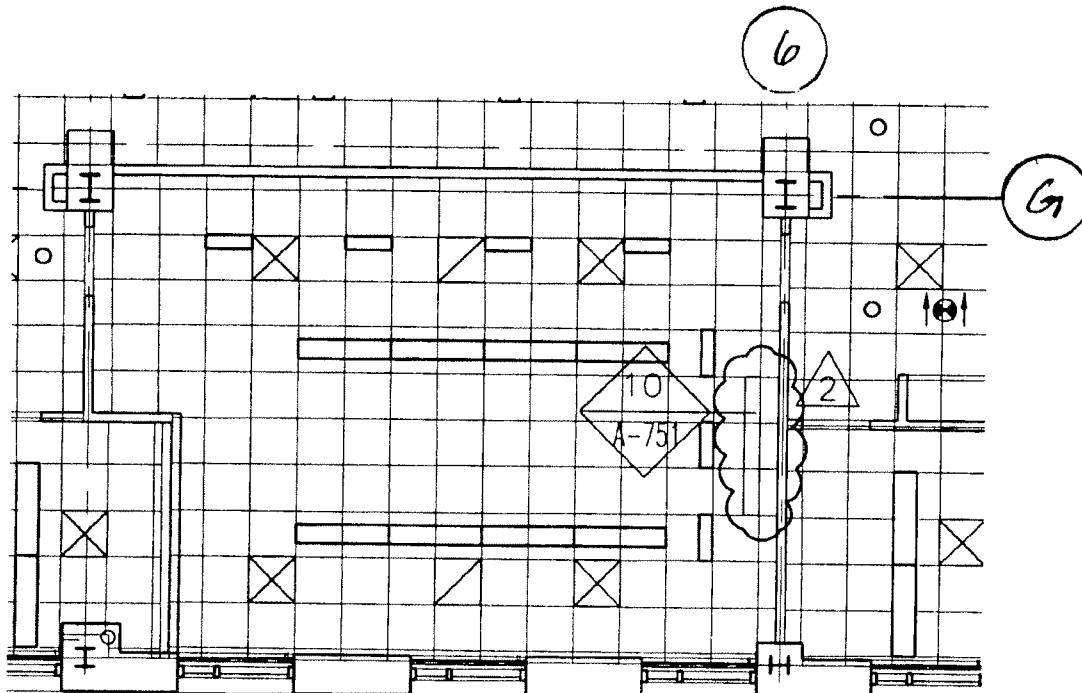
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GENERAL NOTES:

1. ALL CEILING HEIGHTS ARE 8'-6" A.F.F
2. ALL CEILING TYPES ARE ACOUSTICAL T

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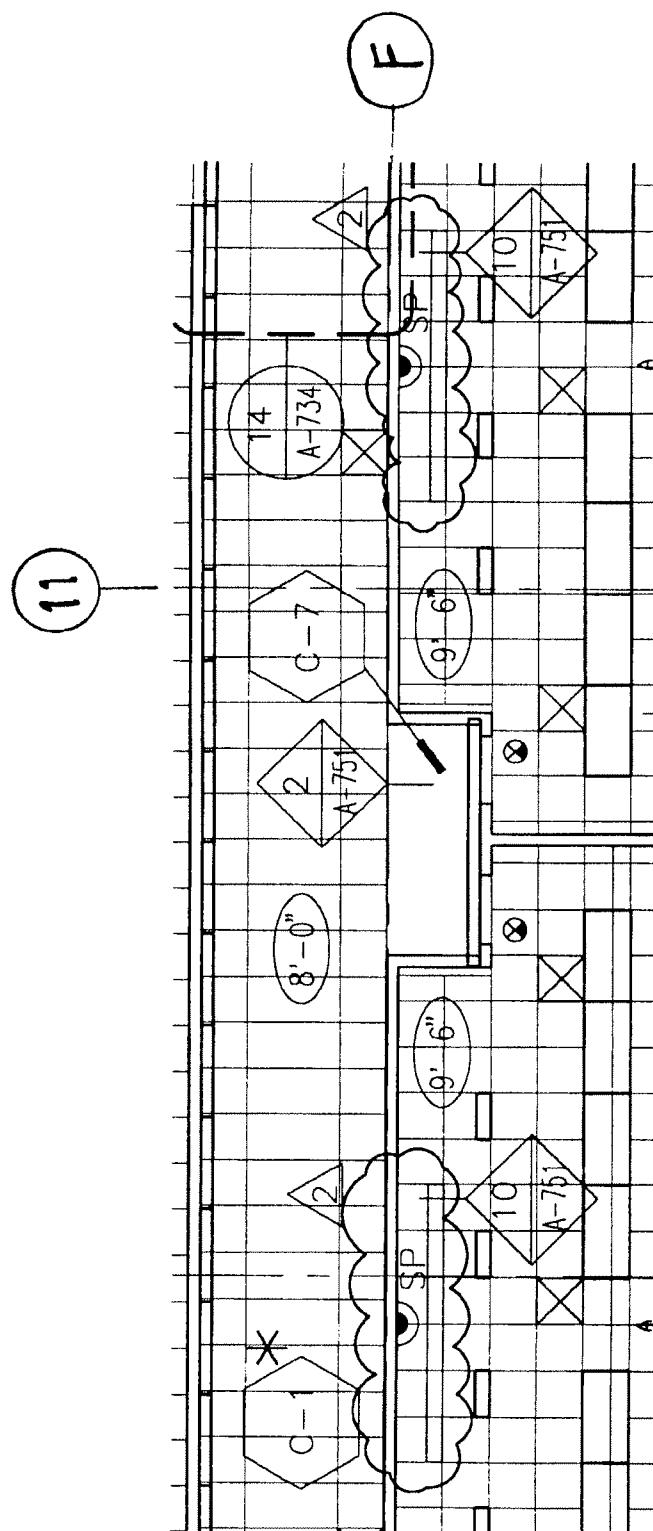
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A-128	900

SCALE 8'-0" = 1'-0"

NO. REVISION DATE

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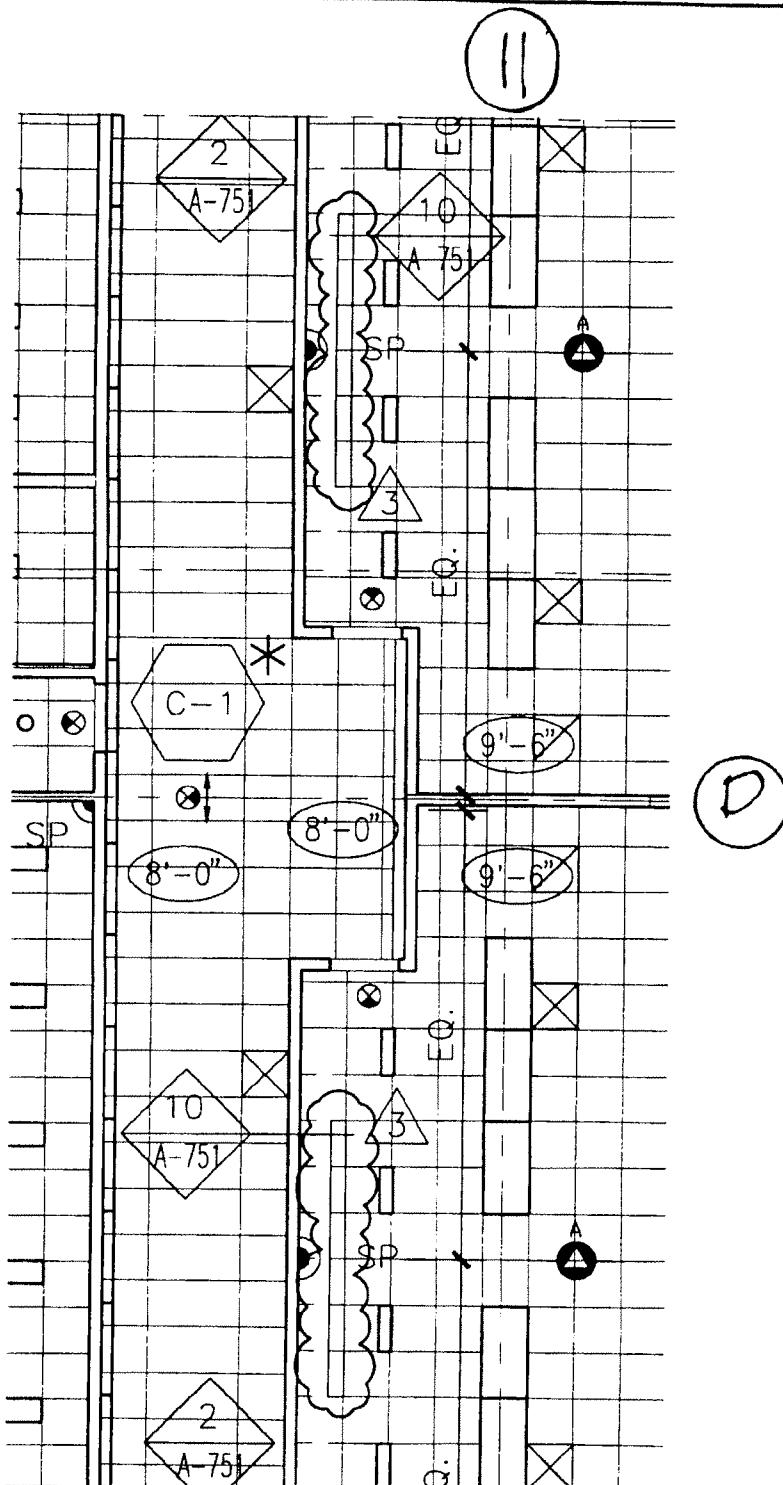
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SCALE

1/8" = 1'-0"

901



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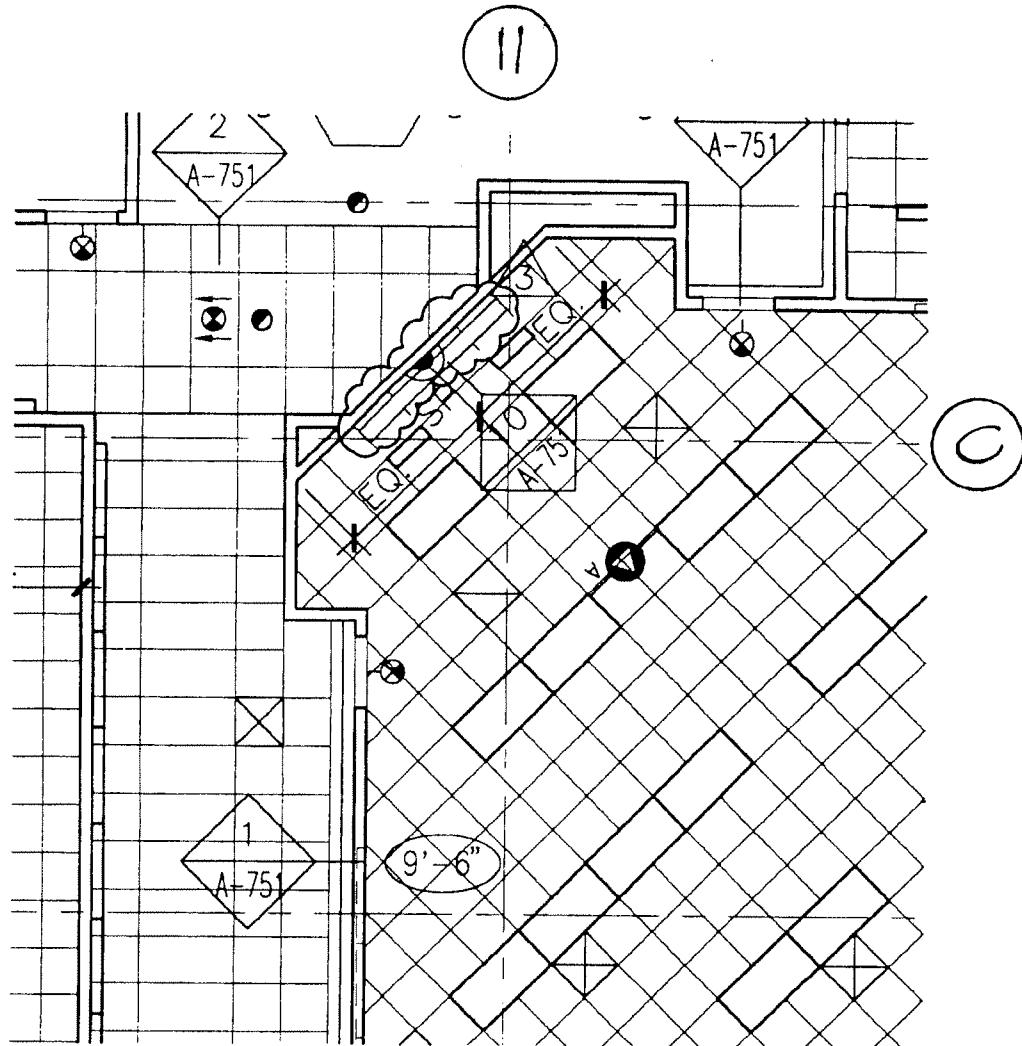
902

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SCALE

48" = 1'-0"

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A-131

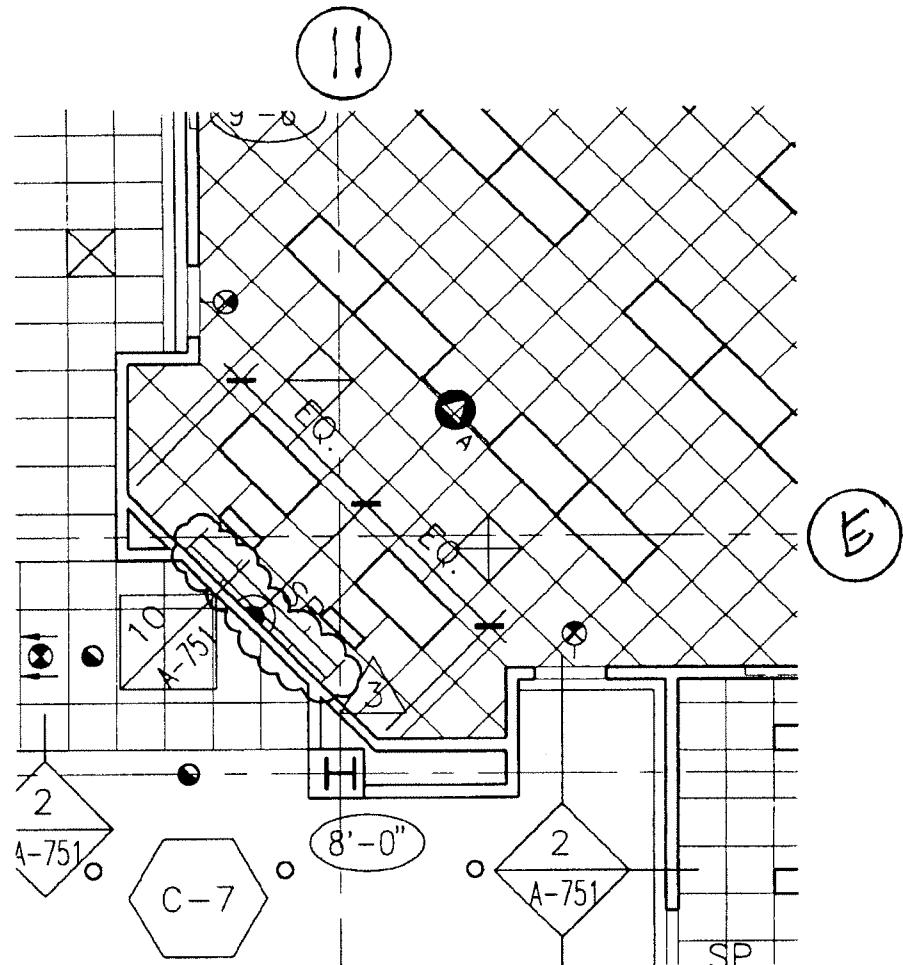
SKETCH NO.

SCALE

1/8"=1'-0"

903

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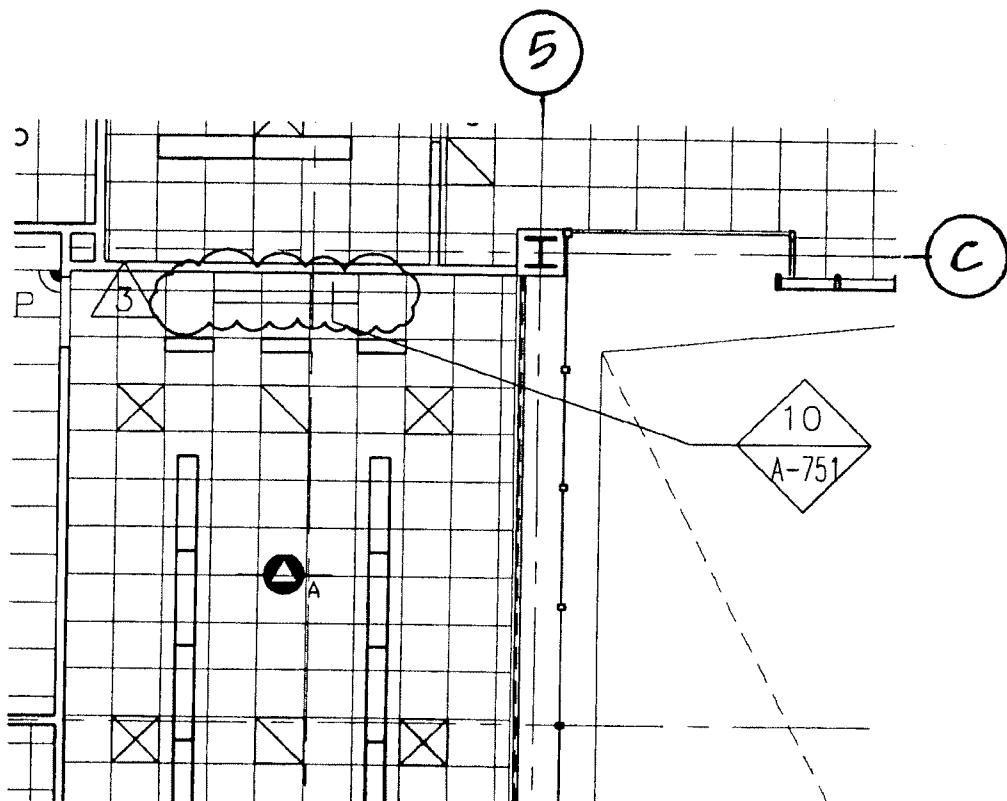
A-131

SKETCH NO.

904

SCALE
1/8" = 1'-0"

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A.131

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905

NO.

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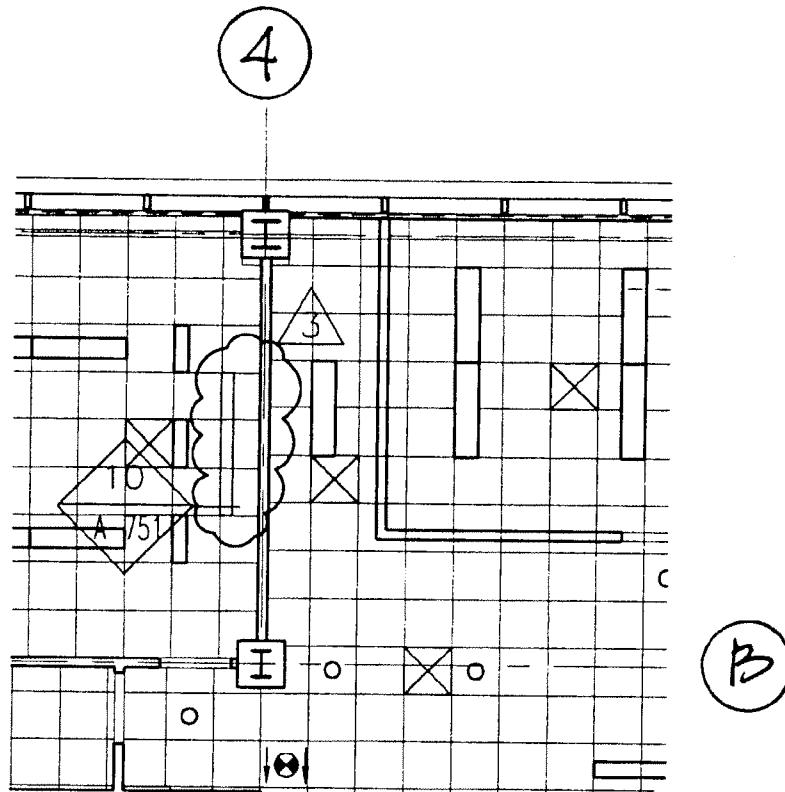
DATE

ADDENDUM #3 (CONTRACT #15)

3. 11. 98

SCALE

1/0' = 1'-0"



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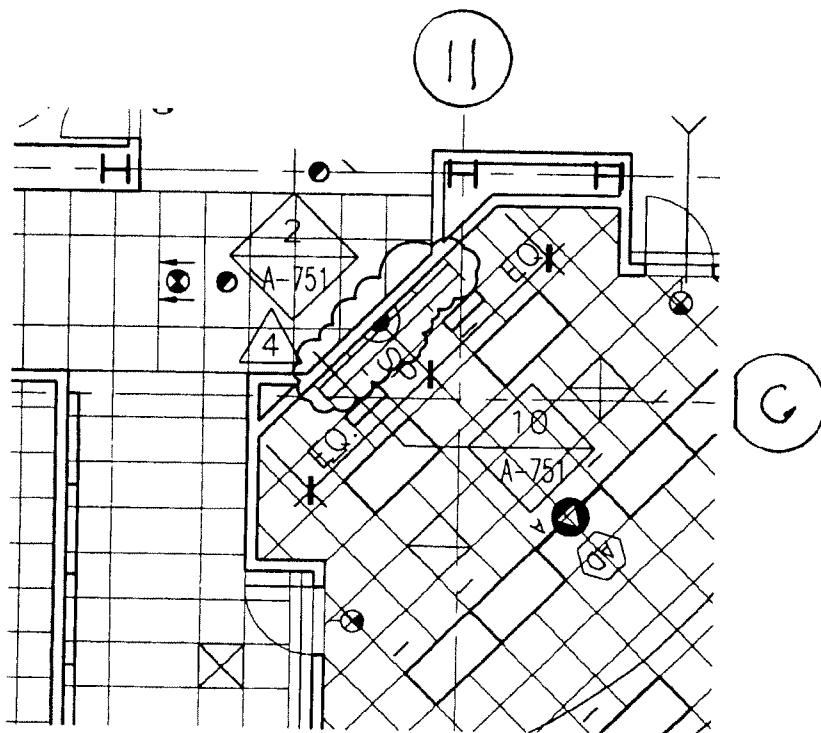
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SKETCH NO.

SCALE 1/8" = 1'-0"

906



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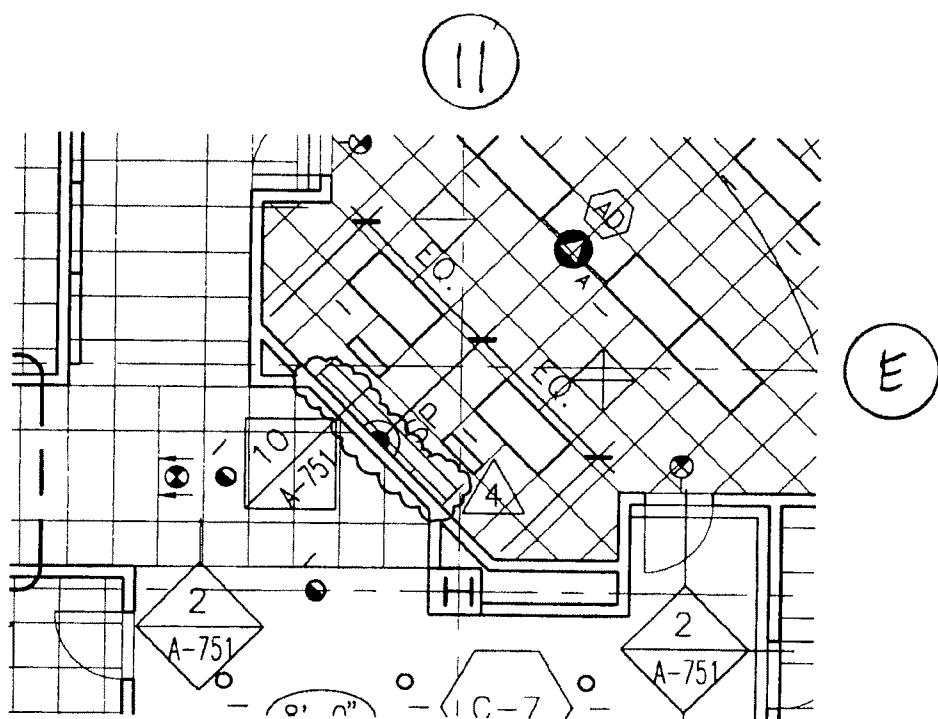
A-132

SKETCH NO.

907

SCALE $1/8'' = 1'-0''$

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REF. DETAL/SHEET NO.

X-132

SKETCH NO.

908

SCALE
1/8" = 1'-0"

NO.

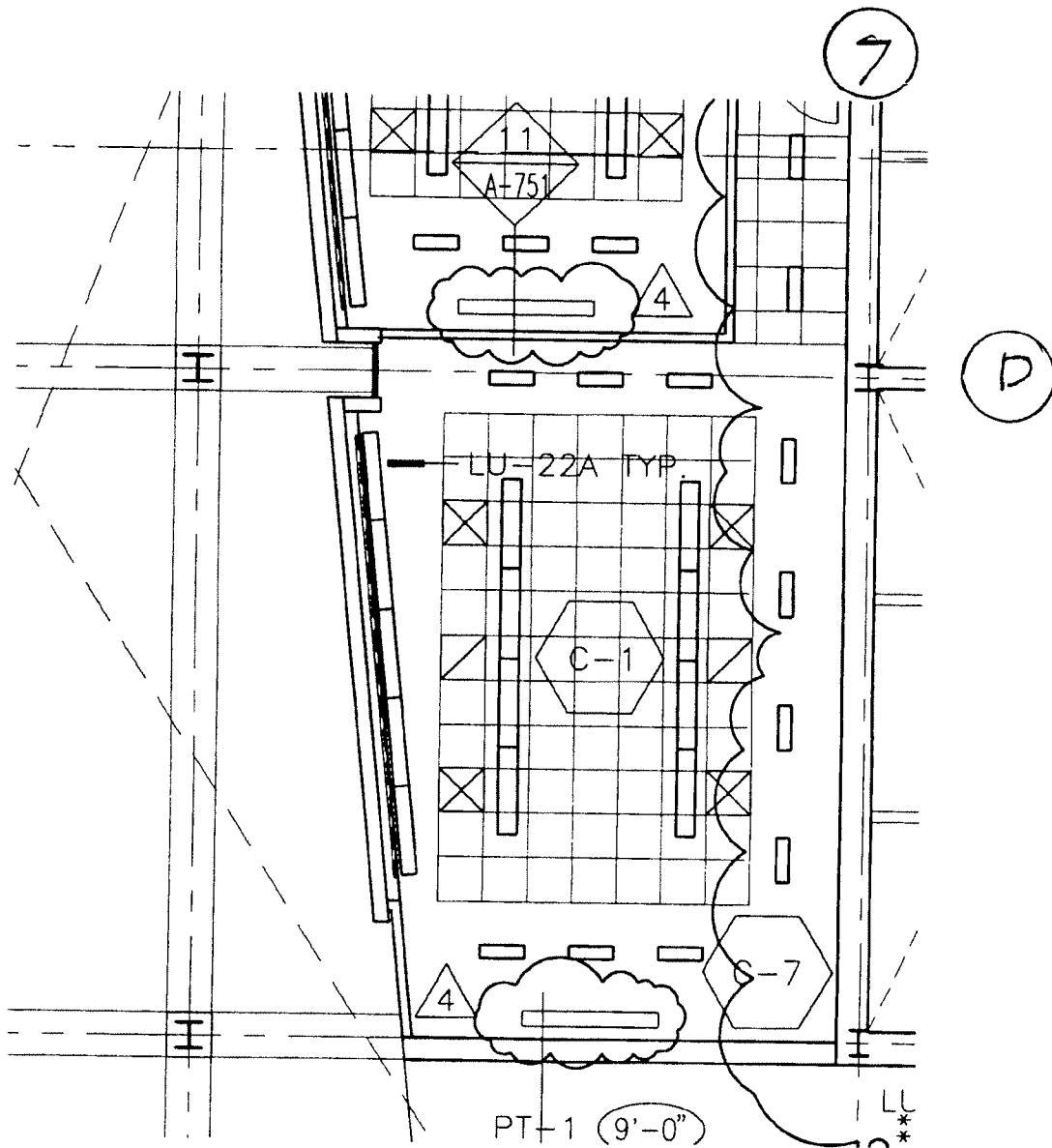
REVISION

DATE

ADDENDUM 3 (CONTRACT #15)

3/11/98

DASNY_TRAVELERS1 000068



Baruch Academic Complex - Site B

55 Lexington Avenue NEW YORK, NY 10010

OWNER

DORMITORY AUTHORITY OF THE STATE OF NEW YORK, DA# 6500 1802 2176
1 PENNSYLVANIA PLAZA NEW YORK, NY 10119

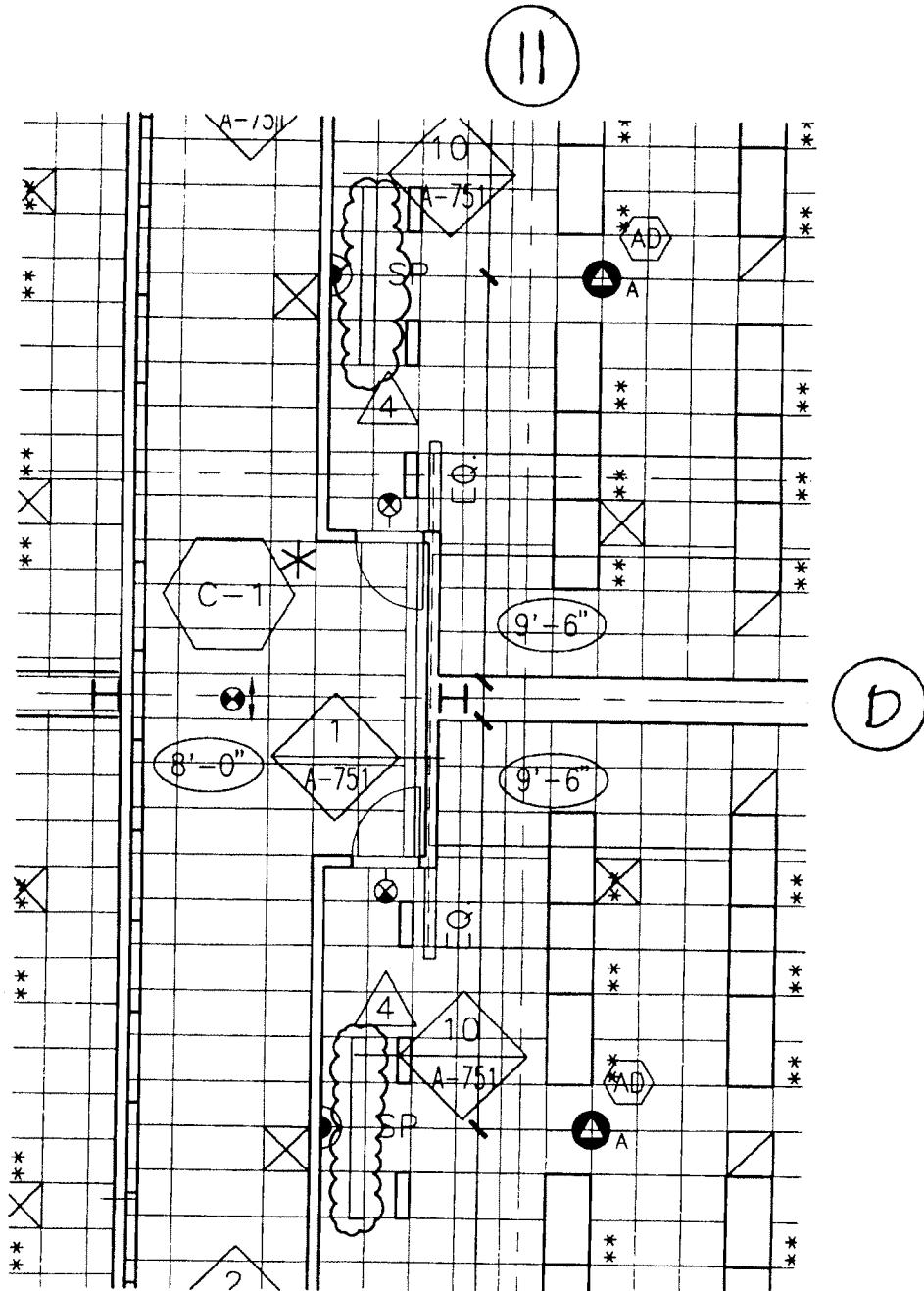
ARCHITECT
KPF ASSOCIATES
111 WEST 57TH STREET
NEW YORK, NY 10019

REF. DETAIL/SHEET NO. A-133 SKETCH NO.

SCALE $1/8'' = 1'-0''$ 909

NO.	REVISION	DATE
ADDENDUM 3 (CONTRACT #15)		3-11-98

DASNY_TRAVELERS1 000069



Baruch Academic Complex - Site B

55 Lexington Avenue

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NO.

REVISION

DATE

ADDENDUM 3 (CONTRACT #15)

5.11.98

REF. DETAIL/SHEET NO.

A-133

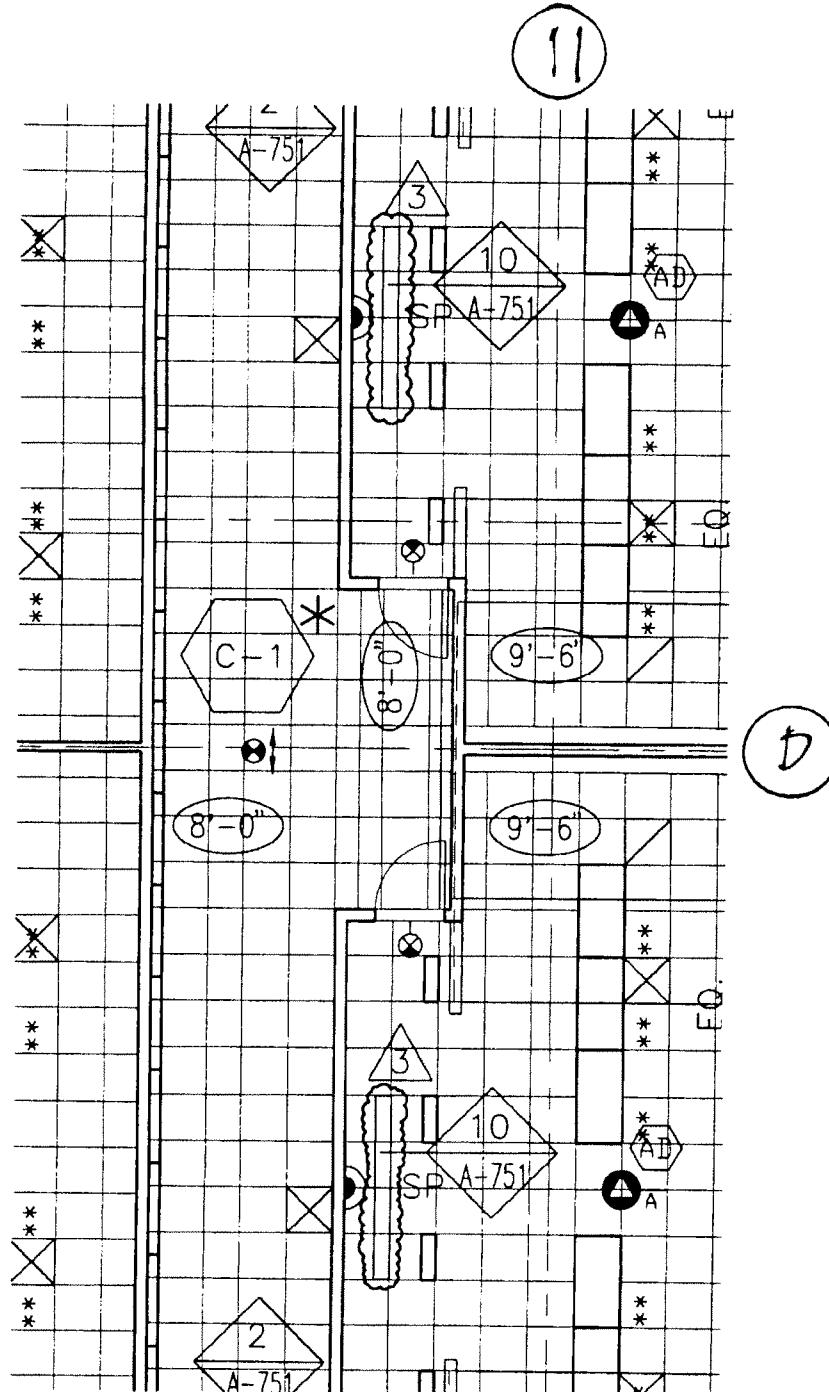
SKETCH NO.

SCALE

1/8" = 1'-0"

910

DASNY_TRAVELERS1 000070



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NEW YORK, NY 10019

REF. DETAL/SHEET NO.

A-134

SKETCH NO.

911

NO.

REVISION

DATE

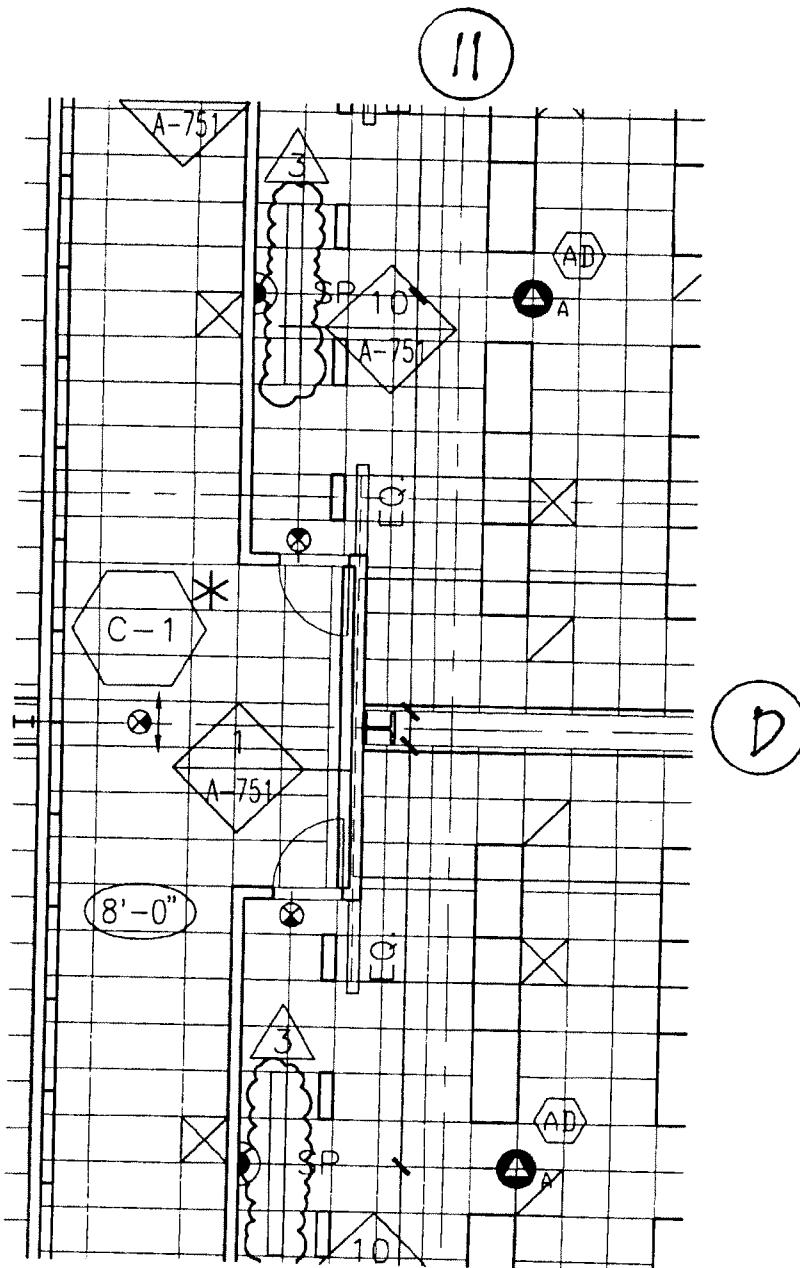
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3/11/98

SCALE

1/4" = 1'-0"

DASNY_TRAVELERS1 000071



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NEW YORK, NY 10019

REF. DETAIL/SHEET NO.

A-135

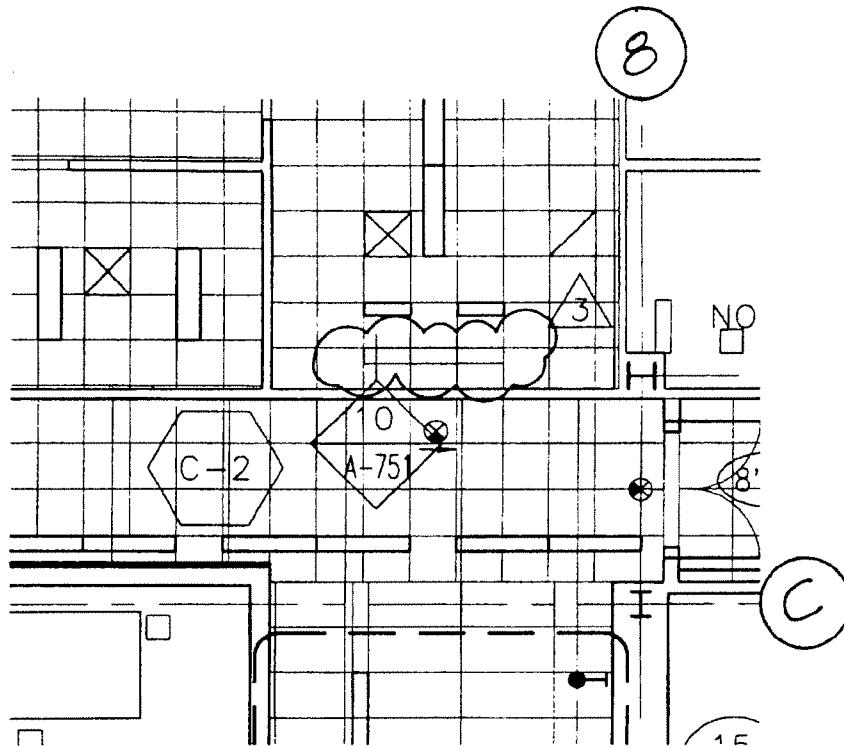
SKETCH NO.

SCALE

1/4" "

912

DASNY_TRAVELERS1 000072



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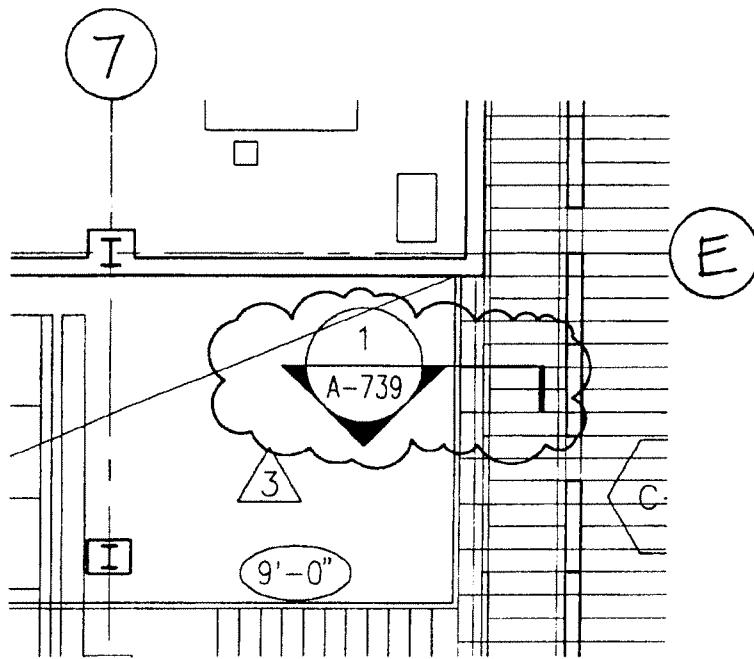
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NO.	REVISION	DATE
ADDENDUM #3 (CONTRACT #15)		3. 11 90

ARCHITECT
KPF ASSOCIATES
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NEW YORK, NY 10019

REF. DETAIL/SHEET NO.	SKETCH NO.
A-136	18"
SCALE	913



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REF. DETAIL/SHEET NO.

A-136

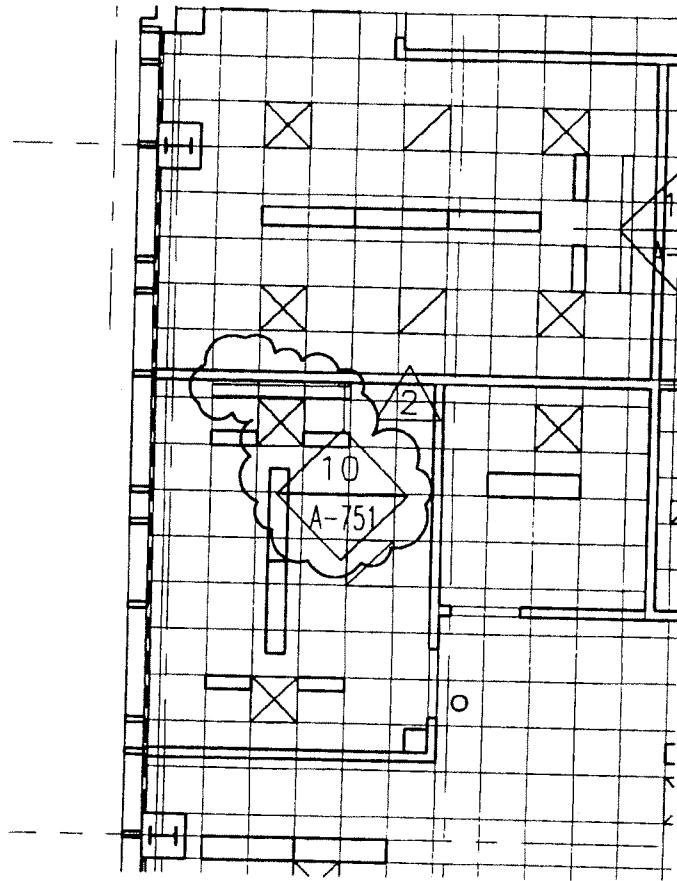
SKETCH NO.

914

SCALE

1/8"

(2)



(D)

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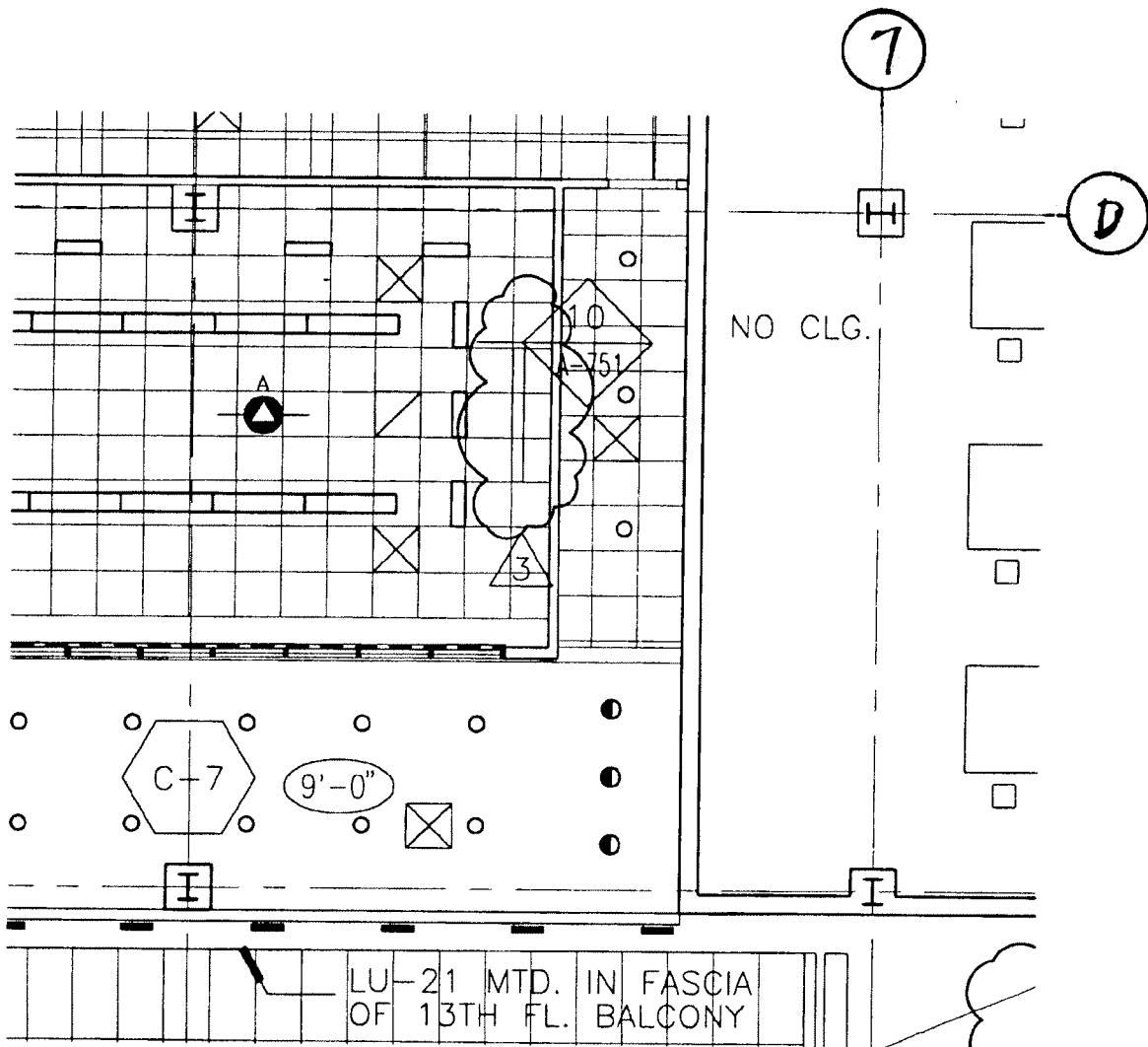
ARCHITECT
KPF ASSOCIATES
111 WEST 57TH STREET
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REF. DETAL/SHEET NO. A-136 SKETCH NO.

1/8" = 1'-0"

915

DASNY_TRAVELERS1 000075



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NEW YORK, NY 10019

REF. DETAIL/SHEET NO.	SKETCH NO.
A-136	
SCALE 1/8" = 1'-0"	916

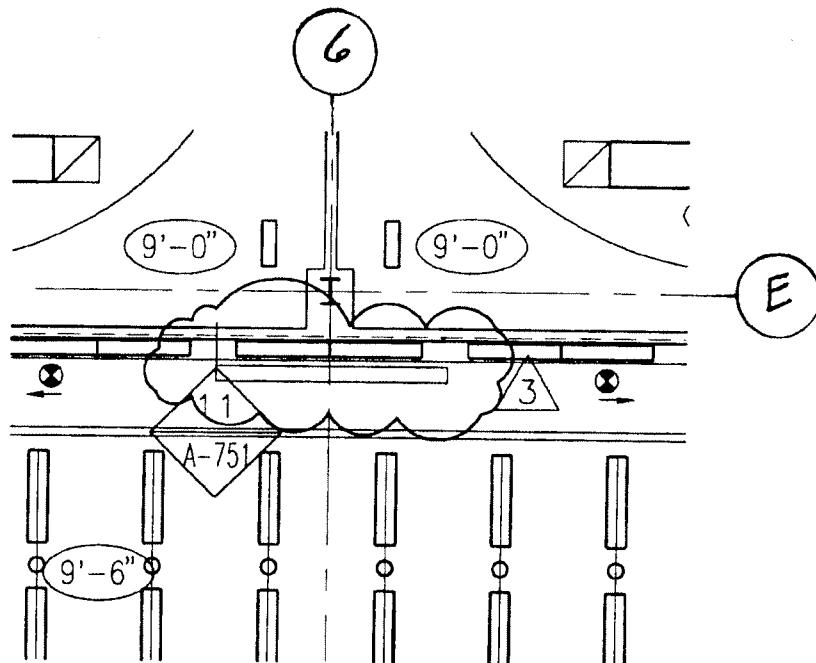
NO.

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REF. DETAIL/SHEET NO.

A-131

SKETCH NO.

917

NO.

REVISION

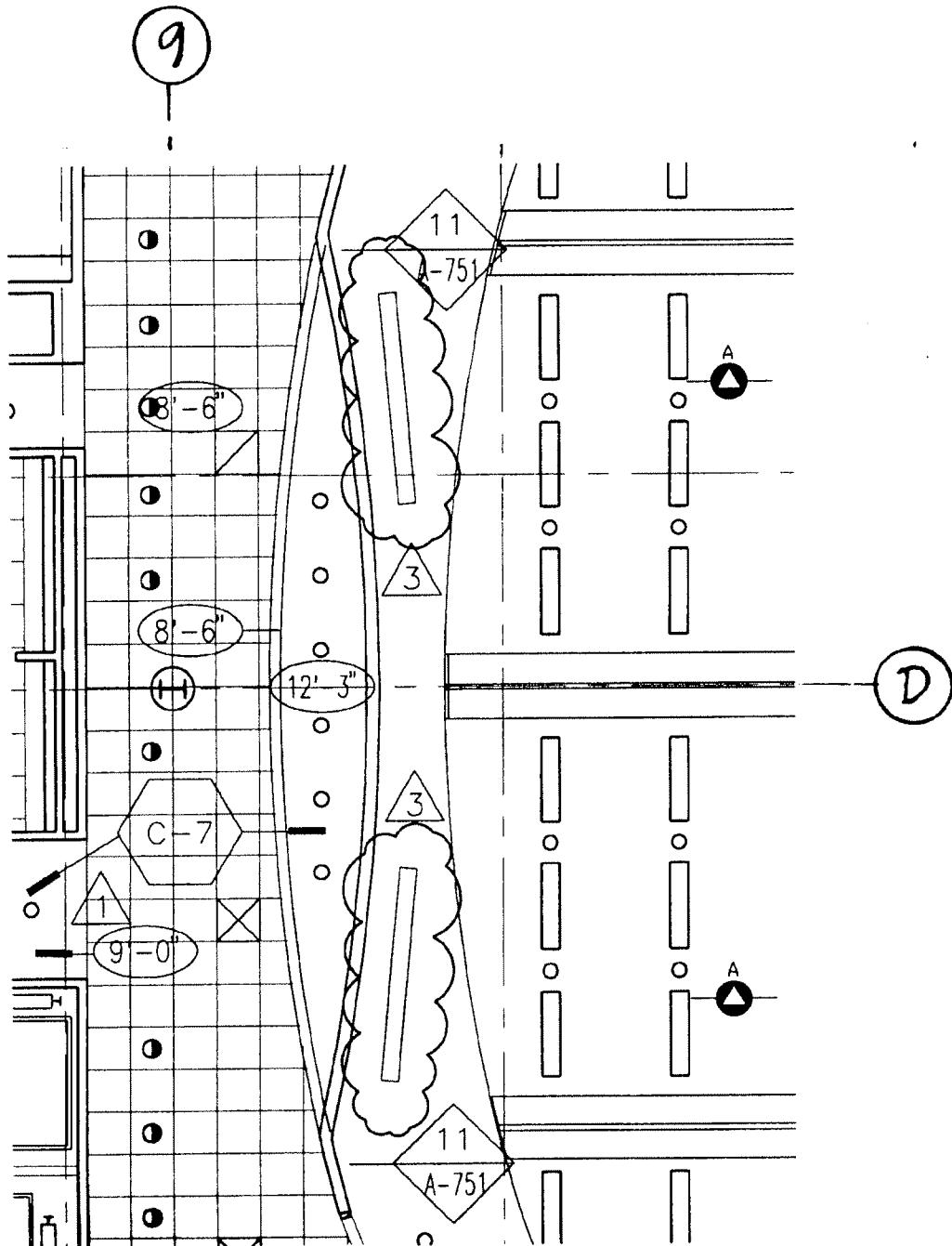
DATE

SCALE

1/8"=1'-0"

ADDENDUM #3 (CONTRACT #15)

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REF. DETAIL/SHEET NO.

A-137

SKETCH NO.

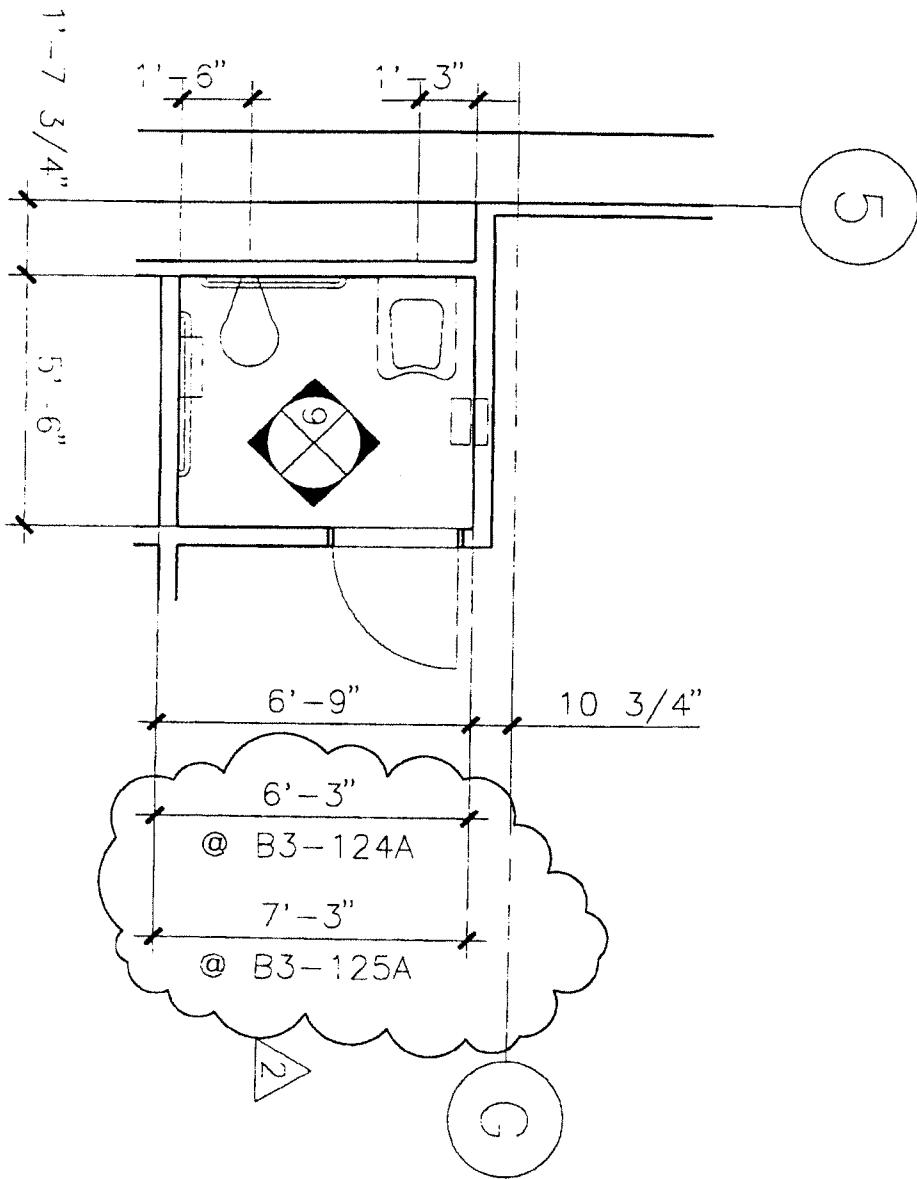
918

NO.	REVISION	DATE
	ADDENDUM *3 (CONTRACT *15)	5.11.98

1/4" = 1'-0"

DRESS, G RM. TOILET PLAN @ B3 FLOOR

RM.'S B3-124A, B3-125A, B3-126A AND B3-127A



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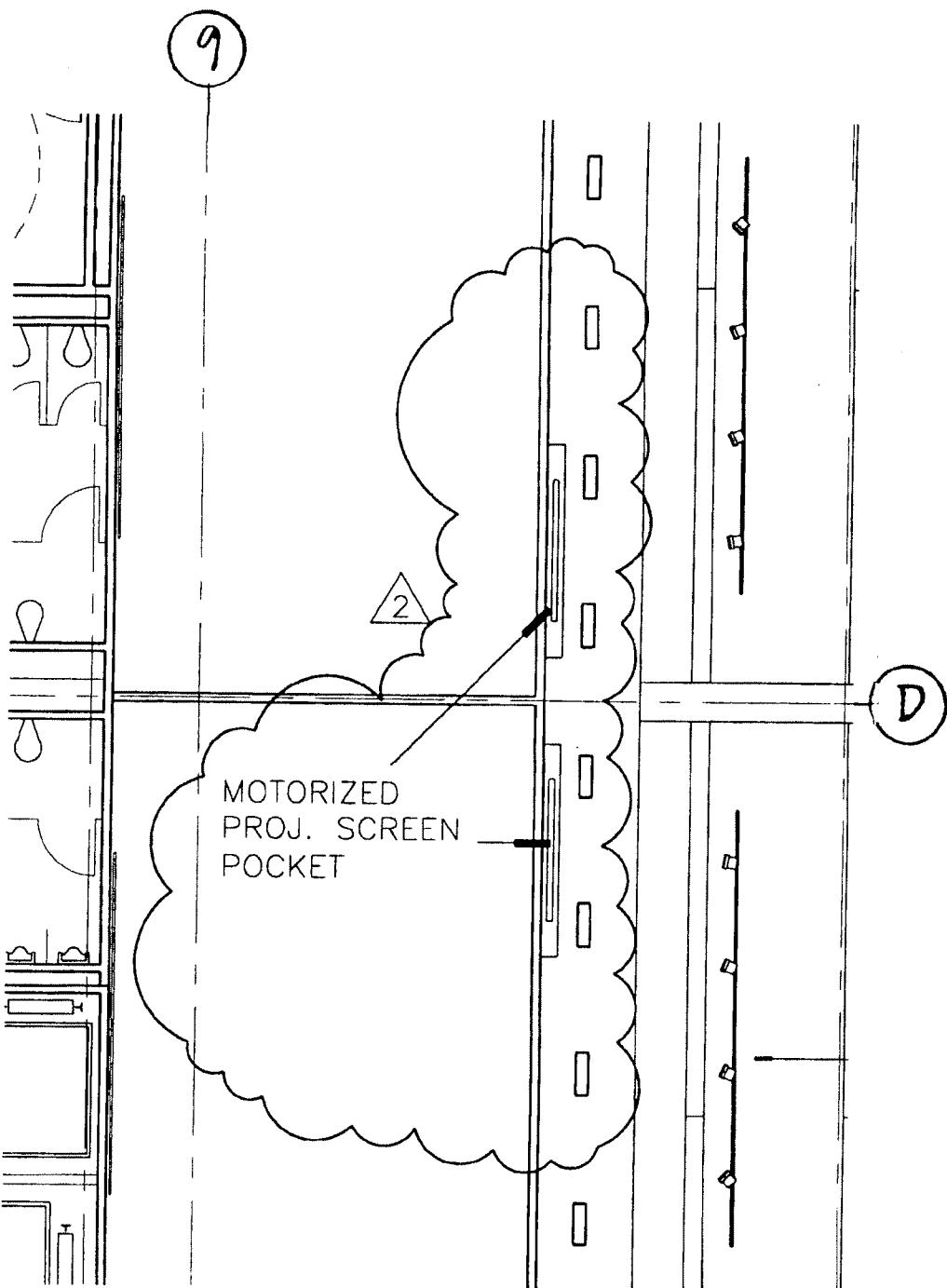
OWNER

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NEW YORK, NY 10019

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REF. DETAIL/SHEET NO. **A-446** SKETCH NO.

NO.	REVISION	DATE	SCALE	99
	ADDENDUM #3 (CONTRACT #15)	3.11.98		



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NEW YORK, NY 10019

REF. DETAL/SHEET NO.

1/A-556

SKETCH NO.

SCALE

1/8'-1'-0"

NO.

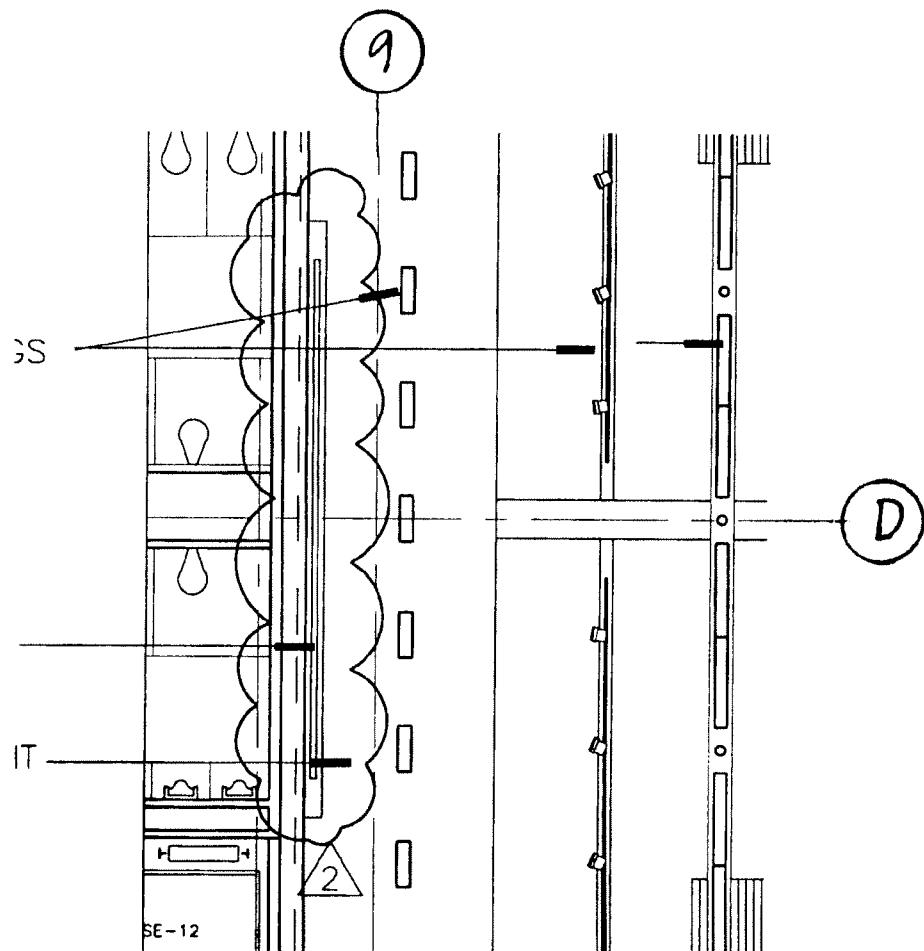
REVISION

DATE

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3.11.98

920



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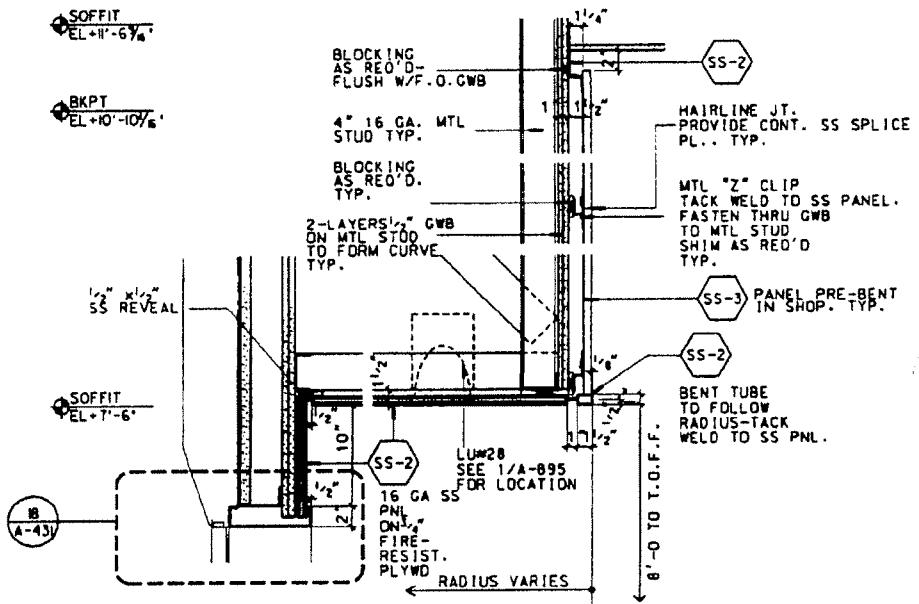
OWNER

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KPF ASSOCIATES
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NEW YORK, NY 10019

REF. DETAIL/SHEET NO.	SKETCH NO.
2/A.556	921
SCALE 1/8" = 1'-0"	

NO.	REVISION	DATE
ADDENDUM #3 (CONTRACT #15)		3.11.98



1 DETAIL HPE-14
SCALE: 1/2" = 1'-0"

NOTE:
SS-1 PANELS TO BE
16GA SS ON
1/2" FIRE-RESIST.
PLYWD. PRE-BENT
IN SHOP. TYP. ATTACH
THRU GWB TO MTL STUD
W/CONCEALED "Z" CIP. TYP.
SHIM AS REQ'D. TYP.

NOTE:
GWB, MTL STUD, WOOD & OR SS-1
PNLs ON PLYWD AND ALL
ATTACHMENTS
TO BE IN CONTRACT 16. TYP.

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REVISION

DATE

ADDENDUM #3 (CONTRACT #15)

3.11.98

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KPF ASSOCIATES
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NEW YORK, NY 10019

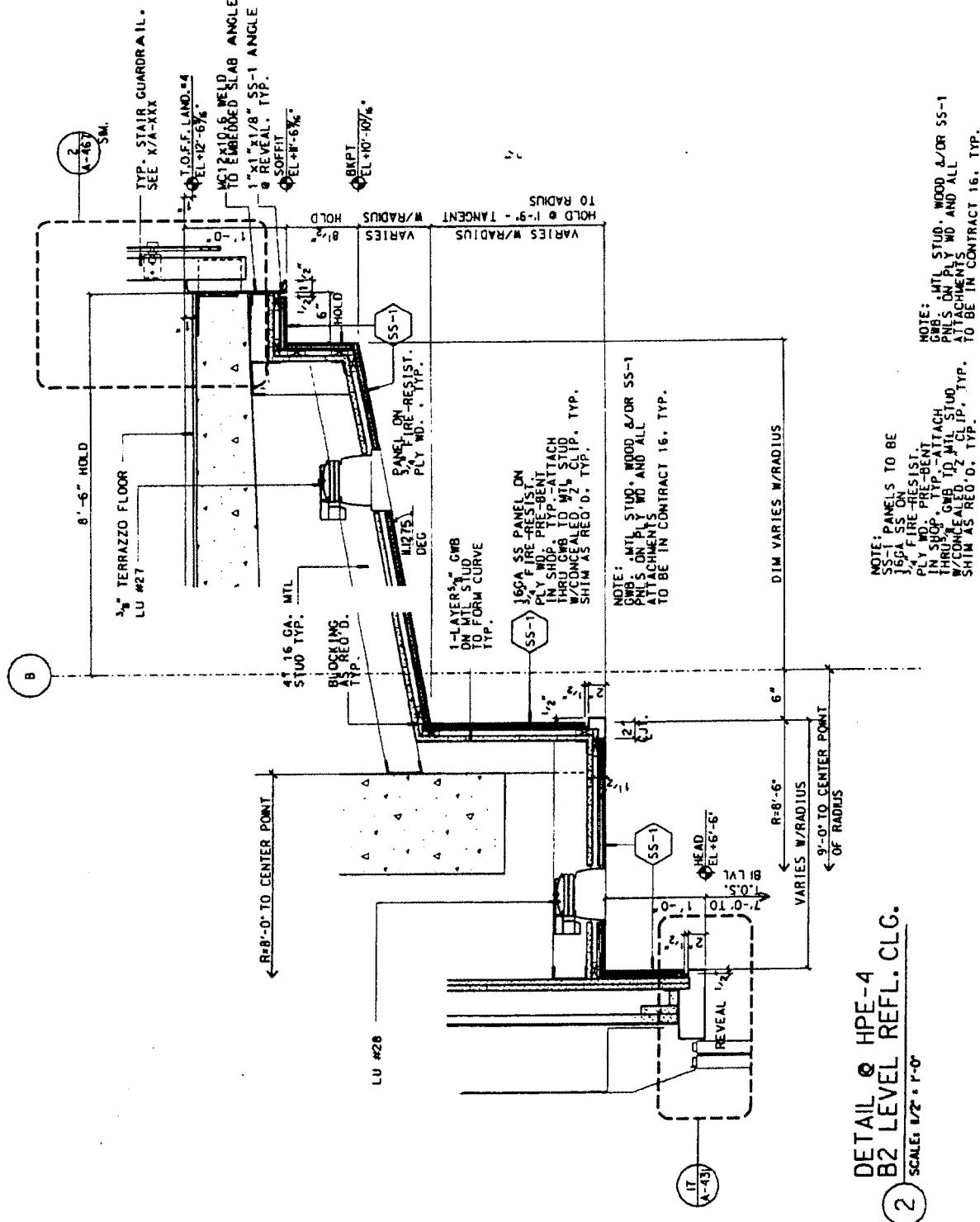
REF. DETAIL/SHEET NO.

1/A-657

SCALE

SKETCH NO.

922



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55 LEXINGTON AVENUE

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10

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DATE

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3.11.98

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NEW YORK, NY 10019

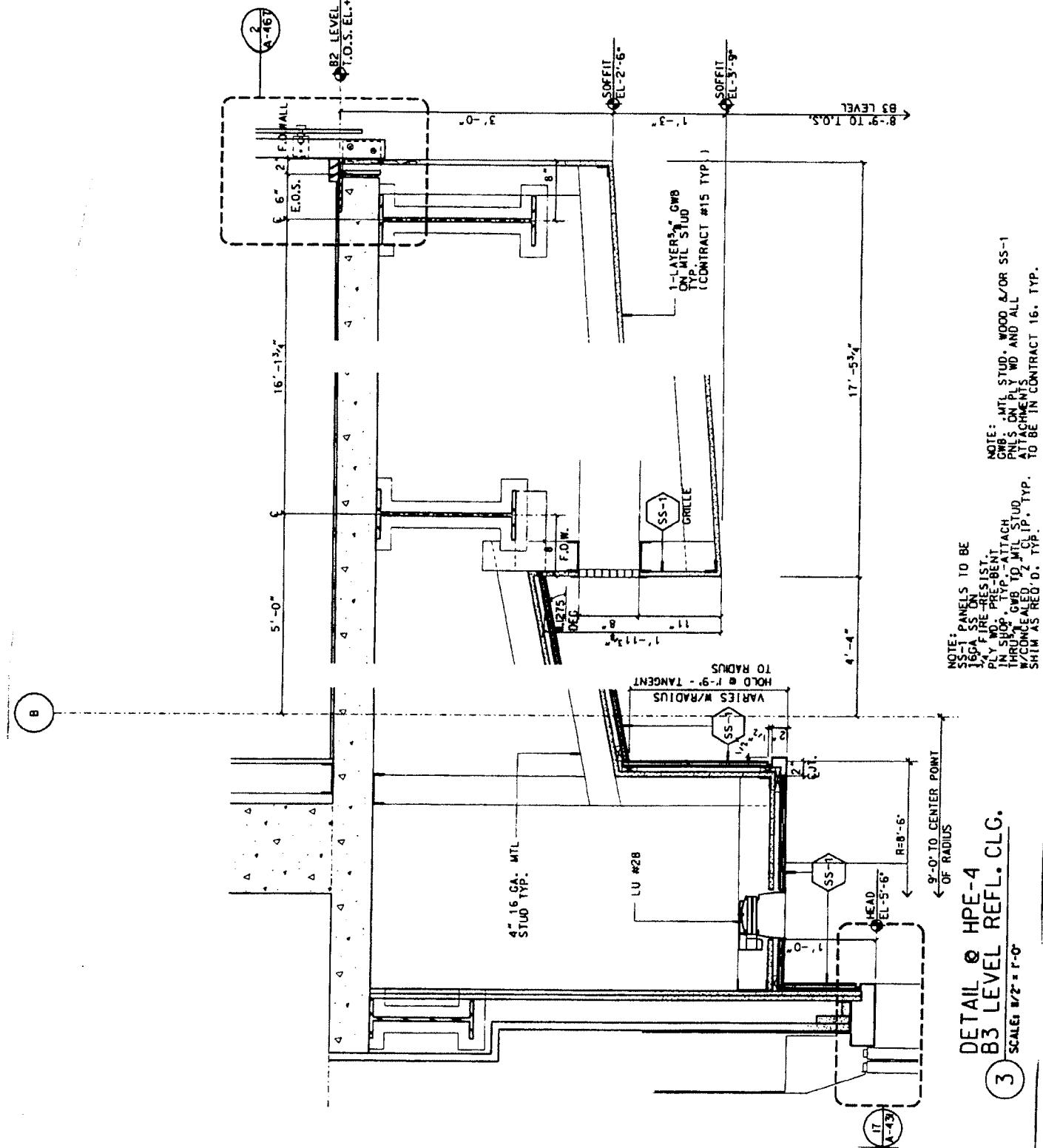
REF. DETAL/SHEET NO

2/A-657

SCALE

SKETCH NO.

923



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55 LEXINGTON AVENUE NEW YORK, NY 10010

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NO.

REVISION

DATE

ADDENDUM #3 (CONTRACT #15)

3.11.98

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NEW YORK, NY 10019

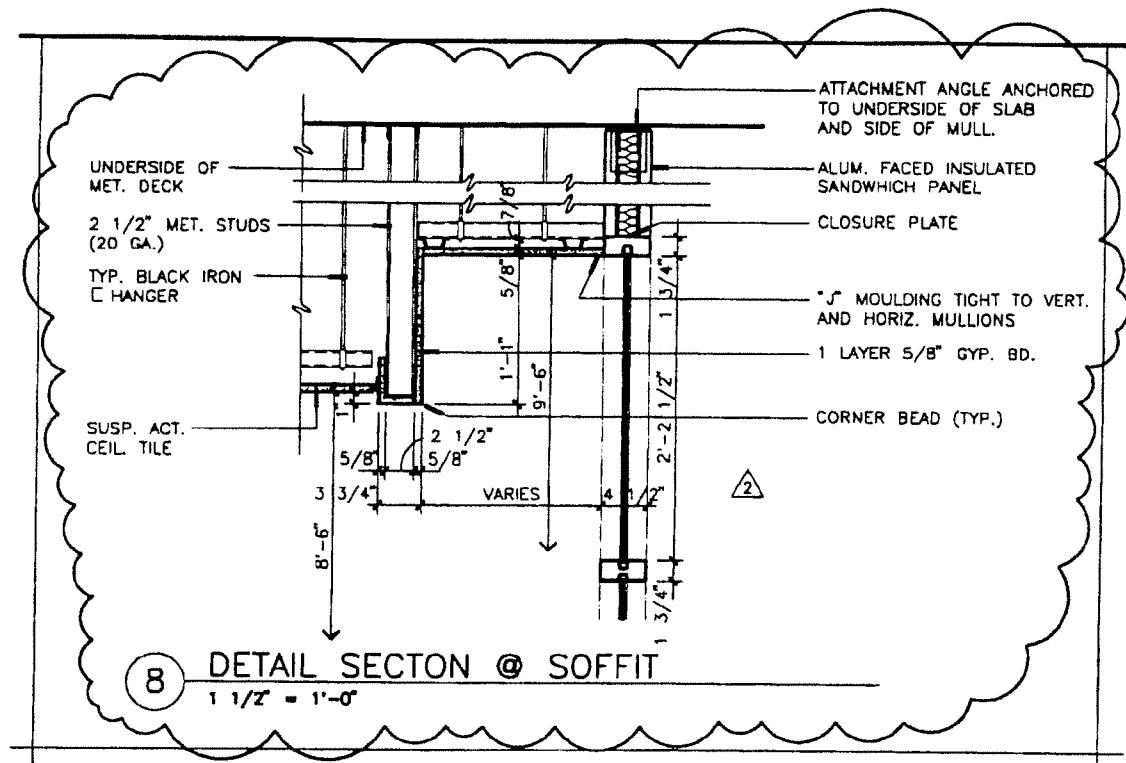
REF. DETAIL/SHEET NO.

3/A-657

SCALE

SKETCH NO.

924



Baruch Academic Complex - Site B

55 LEXINGTON AVENUE NEW YORK, NY 10010

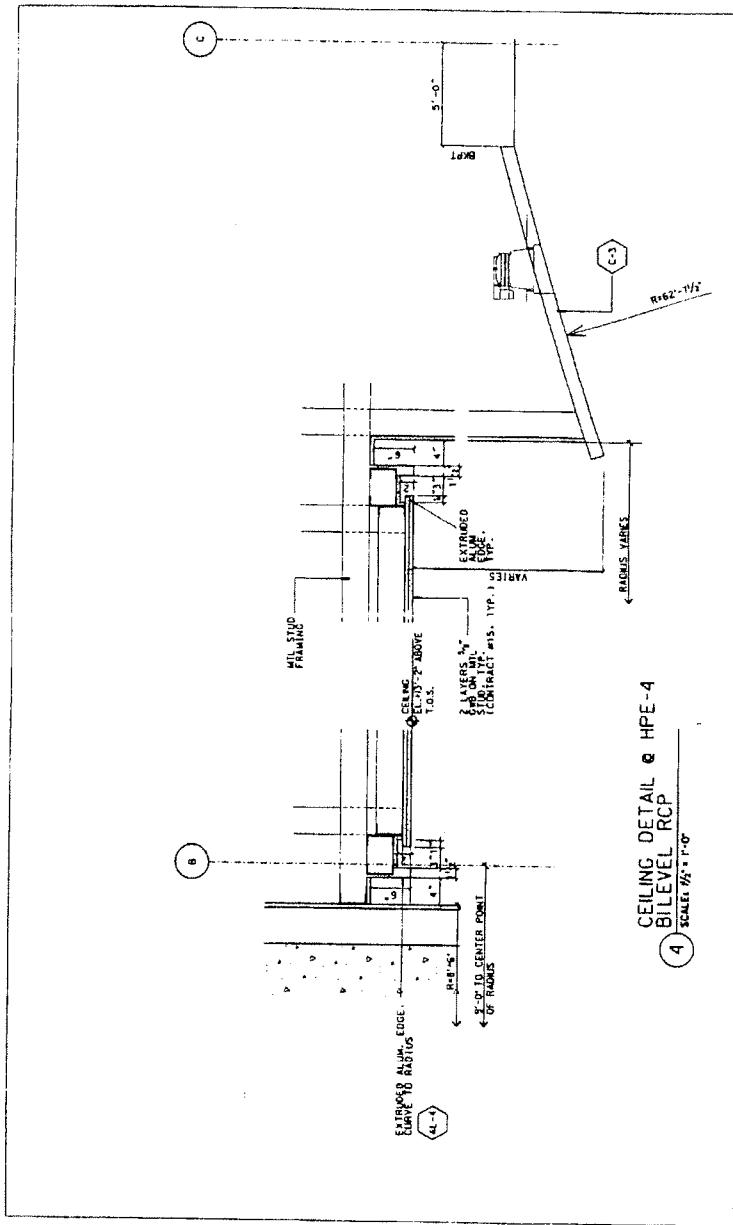
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ADDENDUM 3 (CONTRACT #15) 3.11.98

ARCHITECT
KPF ASSOCIATES
111 WEST 57TH STREET
NEW YORK, NY 10019

REF. DETAIL/SHEET NO.	SKETCH NO.
A-751	925
SCALE	NTS



J:\bfbfaacd\bar2\a657.dgn Mar. 11, 1998 17:07:41

Baruch Academic Complex - Site B		ARCHITECT	REF. SET/ SHEET NO.	SKETCH NO.
55 Lexington Avenue	NEW YORK, NY 10003	KPF ASSOCIATES	4/A-657	926
DOMINORY AUTHORITY OF THE STATE OF NEW YORK DA # 6500	1 PENNSYLVANIA PLAZA	111 WEST 57TH STREET		
NEW YORK, NY 10118	NEW YORK, NY 10019	2176		